IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARM LTD., a U.K. corporation, Plaintiff, v. QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporation, and NUVIA, INC., a Delaware corporation, Defendants.	C.A. No. 22-1146-MN **PUBLIC REDACTED VERSION** (Filed July 22, 2024)

DECLARATION OF MICHAEL J. DESTEFANO IN SUPPORT OF ARM LTD.'S MOTION FOR PARTIAL SUMMARY JUDGMENT

I, Michael J. DeStefano, declare as follows:

1. I am an attorney with the law firm of Morrison & Foerster LLP ("Morrison & Foerster"), counsel for Plaintiff Arm Ltd. ("Arm") in the above-referenced action.

2. I submit this declaration in support of Arm's Motion for Partial Summary Judgment.

3. Attached hereto as **Exhibit 1** is an excerpt of a true and correct copy of Arm's initial public offering, produced by Arm with Bates numbers ARM_01429134 to ARM_01429466.

4. Attached hereto as **Exhibit 2** is an excerpt of a true and correct copy of the deposition transcript of Simon Segars, taken on November 16, 2023.

5. Attached hereto as **Exhibit 3** is a true and correct copy of a document entitled "The ARM Diaries, Part 1: How ARM's Business Model Works," produced by Arm with Bates Numbers ARM_01430357 to ARM_01430363.

6. Attached hereto as **Exhibit 4** is a true and correct copy of a document entitled "Nuvia 'clean-sheet CPU design' performance previewed," produced by Arm with Bates numbers ARM_01430002 to ARM_01430004.

7. Attached hereto as **Exhibit 5** is an excerpt of a true and correct copy of the deposition transcript of Nitin Sharma, taken on October 27, 2023.

8. Attached hereto as **Exhibit 6** is a true and correct copy of an email exchange from February and March, 2019, between Simon Segars and Gerard Williams, with the subject line "[redacted]" produced by Defendants with Bates numbers QCARM_2422447 to QCARM_2422448.

9. Attached hereto as **Exhibit 7** is a true and correct copy of an email exchange from May to July, 2019, between Gerard Williams and Tim Herbert, with the subject line "[redacted]" produced by Defendants with Bates numbers QCARM_3835058 to QCARM_3835061.

10. Attached hereto as **Exhibit 8** is a true and correct copy of an email dated June 19, 2019, with the subject line "[redacted]" produced by Defendants with Bates number QCARM_0020011.

11. Attached hereto as **Exhibit 9** is a true and correct copy of the Architecture License Agreement ("ALA") between Arm Ltd. and Nuvia, Inc., dated September 27, 2019, produced by Defendants with Bates numbers QCARM_0337839 to QCARM_0337855.

12. Attached hereto as **Exhibit 10** is a true and correct copy of the Technology License Agreement ("TLA") between Arm Ltd. and Nuvia, Inc., dated September 27, 2019, produced by Defendants with Bates numbers QCARM_0338297 to QCARM_0338311.

13. Attached hereto as **Exhibit 11** is an excerpt of a true and correct copy of the deposition transcript of Murali Annavaram, taken on June 27, 2024.

14. Attached hereto as **Exhibit 12** is an excerpt of a true and correct copy of the deposition transcript of Manu Gulati, taken on October 12, 2023.

15. Attached hereto as **Exhibit 13** is an excerpt of a true and correct copy of Opening Expert Report of Dr. Murali Annavaram, dated December 20, 2023.

16. Attached hereto as **Exhibit 14** is a true and correct copy of a document entitled "Qualcomm to Acquire NUVIA," produced by Defendants with Bates numbers QCARM_2423540 to QCARM_2423544.

17. Attached hereto as **Exhibit 15** is an excerpt of a true and correct copy of the deposition transcript of Paul Williamson, taken on November 9, 2023.

18. Attached hereto as **Exhibit 16** is a true and correct copy of a February 1, 2021 letter from Paul Williamson to Ziad Asghar, produced by Defendants with Bates number QCARM_0027987.

19. Attached hereto as **Exhibit 17** is a true and correct copy of a February 25, 2021 letter from Ziad Asghar to Paul Williamson, produced by Defendants with Bates numbers QCARM_3434164 to QCARM_343165.

20. Attached hereto as **Exhibit 18** is a true and correct copy of a March 2, 2021 letter from Paul Williamson to Ziad Asghar, produced by Defendants with Bates number QCARM_3451883.

21. Attached here to as **Exhibit 19** is a true and correct copy of a February 1, 2022 letter from Carolyn Herzog to Gerard Williams, produced by Defendants with Bates number QCARM_0338883.

22. Attached hereto as **Exhibit 20** is a true and correct copy of a February 4, 2022 email exchange with the subject line "[redacted]" produced by Defendants with Bates Numbers QCARM_0557206 to QCARM_0557207.

23. Attached hereto as **Exhibit 21** is a true and correct copy of an April 1, 2022 letter from Ann Chaplin to Spencer Collins, produced by Defendants with Bates numbers QCARM_3433989 to QCARM_3433990.

24. Attached hereto as **Exhibit 22** is an excerpt of a true and correct copy of the deposition transcript of Gerard Williams, taken on November 3, 2023.

25. Attached hereto as **Exhibit 23** is an excerpt of a true and correct copy of Defendants' Responses and Objections to Plaintiff's Second Set of Interrogatories, dated October 27, 2023.

26. Attached hereto as **Exhibit 24** is a true and correct copy of a January 19, 2022 exchange between Ziad Asghar and Manu Gulati, produced by Defendants with Bates number QCARM_2417783.

27. Attached hereto as **Exhibit 25** is a true and correct copy of the "Agreement and Plan of Merger By and Among Qualcomm Technologies, Inc., Nile Acquisition Corporation, Nuvia, Inc., and Shareholder Representative Services, LLC, As Securityholders' Agent," dated January 12, 2021, produced by Defendants with Bates numbers QCARM_0275925 to QCARM_0276060.

28. Attached hereto as **Exhibit 26** is an excerpt of a true and correct copy of Defendants' Responses and Objections to Plaintiff's First Set of Requests for Admission (Nos. 1-30), dated October 20, 2023.

29. Attached hereto as **Exhibit 27** is an excerpt of a true and correct copy of the deposition transcript of Ziad Asghar, taken on November 8, 2023.

30. Attached hereto as **Exhibit 28** is a true and correct copy of a March 25,2021 email from Ziah Asghar with the subject line "[redacted]" produced by Defendants with Bates number QCARM_0339973.

31. Attached hereto as **Exhibit 29** is a true and correct copy of Annex 1 to the Nuvia ALA, dated September 27, 2019, produced by Arm with Bates numbers ARM_00002972 to ARM_00002987.

32. Attached hereto as **Exhibit 30** is a true and correct copy of Annex 1 to the Nuvia ALA, dated March 27, 2020, produced by Arm with Bates numbers ARM_00110998 to ARM_00111011.

33. Attached hereto as **Exhibit 31** is a true and correct copy of an August 15, 2023 letter from Melissa Felder Zappala to Scott Llewelyn.

34. Attached hereto as **Exhibit 32** is an excerpt of a true and correct copy of the deposition transcript of Jignesh Trivedi, taken on October 25, 2023.

35. Attached hereto as **Exhibit 33** is an excerpt of a true and correct copy of the deposition transcript of Ramakrishna Chunduru, taken on October 20, 2023.

36. Attached hereto as **Exhibit 34** is an excerpt of a true and correct copy of the deposition transcript of Pradeep Kanapathipillai, taken on December 1, 2023.

37. Attached hereto as **Exhibit 35** is a true and correct copy of a document entitled "[redacted]," produced by Defendants with Bates numbers QCARM_7629881 to QCARM_7629883.

38. Attached hereto as **Exhibit 36** is a true and correct copy of a document entitled "[redacted]," produced by Defendants with Bates numbers QCARM_3912283 to QCARM_3912284.

39. Attached hereto as **Exhibit 37** is a true and correct copy of a chart entitled "[redacted]" produced by Defendants with Bates number QCARM_7497374.

40. Attached hereto as **Exhibit 38** is a true and correct copy of Defendants' Responses and Objections to Plaintiff's Third Set of Interrogatories (Nos. 26-29), dated May 7, 2024.

41. Attached hereto as **Exhibit 39** is a true and correct copy of Annex 1 to the Nuvia TLA, produced by Arm with Bates numbers ARM_00003003 to ARM_00003023.

42. Attached hereto as **Exhibit 40** is a true and correct copy of an email exchange from May, 2022, with the subject line "[redacted]" produced by Arm with Bates numbers ARM_01230123 to ARM_01230125.

43. Attached hereto as **Exhibit 41** is a true and correct copy a May 17, 2022 email from Vivek Agrawal, with the subject line "Qualcomm's [redacted]" produced by Arm with Bates numbers ARM_00044607 to ARM_00044608.

44. Attached hereto as **Exhibit 42** is an excerpt of a true and correct copy of the May 20, 2024 Expert Report of Patrick F. Kennedy, Ph.D.

45. Attached hereto as **Exhibit 43** is an excerpt of a true and correct copy of the June 24, 2024 Expert Reply Report of Patrick F. Kennedy, Ph.D.

46. Attached hereto as **Exhibit 44** is an excerpt of a true and correct copy of Arm Holding plc's Amendment No. 2 to the Form F-1 Registration Statement, dated September 5, 2023, produced by Arm with Bates numbers ARM_01433127 to ARM_01433468.

47. Attached hereto as **Exhibit 45** is an excerpt of a true and correct copy of the deposition transcript of Simon Segars, taken on November 16, 2023.

48. Attached hereto as **Exhibit 46** is a true and correct copy of a May 23, 2022 letter from Ann Chaplin to Spencer Collins, produced by Arm with Bates number ARM_01241187.

49. Attached hereto as **Exhibit 47** is a true and correct copy of a February 2,2022 email from Manu Gulati, with the subject line "[redacted]," produced by Defendants with Bates number QCARM_0167741.

50. Attached hereto as **Exhibit 48** is an excerpt of a true and correct copy of the Opening Expert Report of D. Shuo-Wei (Mike) Chen on Qualcomm Source Code, dated December 20, 2023.

51. Attached hereto as **Exhibit 49** is a true and correct copy of a May 19, 2022 email from Aparajita Bhattacharya to Richard Grisenthwaite, with the subject line "Nuvia core sign-off," produced by Arm with Bates numbers ARM_01230110 to ARM_01230113.

52. Attached hereto as **Exhibit 50** is a true and correct copy of a May 18, 2022 email from Richard Grisenthwaite, with the subject line "Qualcomm's [redacted]'" produced by Arm with Bates numbers ARM_00036346 to ARM_00036348.

53. Attached hereto as **Exhibit 51** is an excerpt of a true and correct copy of Arm's First Supplemental Objections and Responses to Qualcomm's Fifth Set of Interrogatories (Nos. 26-28), dated May 10, 2024.

54. Attached hereto as **Exhibit 52** is an excerpt of a true and correct copy of the deposition transcript of Guy Larri, taken on May 10, 2024.

55. Attached hereto as **Exhibit 53** is a true and correct copy of a March 16, 2021 email from Cristiano Amon, with the subject line "[redacted]" produced by Defendants with Bates numbers QCARM_2402586 to QCARM_2402587.

56. Attached hereto as **Exhibit 54** is an excerpt of a true and correct copy of the deposition transcript of Geetha Vedaraman, taken on May 16, 2024.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 10th day of July, 2024 at Miami, Florida.

/s/ Michael J. DeStefano
Michael J. DeStefano

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 10, 2024, a copy of the foregoing document was served on the counsel listed below in the manner indicated:

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Exhibit 1

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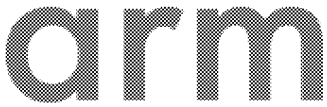
Filed Pursuant to Rule 424(b)(4)
Registration No. 333-274120

95,500,000 American Depositary Shares
(Representing 95,500,000 Ordinary Shares)



This is an initial offering of American depositary shares ("ADSs") representing ordinary shares of Arm Holdings plc.

All of the ADSs to be sold in this offering are currently held by the selling shareholder identified in this prospectus. We are not selling any of the ADSs in this offering and will not receive any proceeds from the sale of the ADSs by the selling shareholder in this offering. Each ADS represents the right to receive one ordinary share, nominal value £0.001 per share, and may be evidenced by American depositary receipts ("ADRs").

Prior to this offering, there has been no public market for the ADSs or our ordinary shares. The initial public offering price per ADS is $51.00. Our ADSs have been approved for listing on the Nasdaq Global Select Market ("Nasdaq") under the symbol "ARM".

We are a "foreign private issuer" as defined under the U.S. federal securities laws and, as such, will be subject to reduced public company reporting and stock exchange governance requirements. See "Management and Executive Remuneration—Foreign Private Issuer Exemption" for additional information.

SoftBank Group Corp. ("SoftBank Group") is expected to beneficially own approximately 90.6% of our outstanding ordinary shares following the completion of this offering (or approximately 89.9% if the underwriters exercise in full their option to purchase additional ADSs from the selling shareholder). As a result of SoftBank Group's ownership, after the completion of this offering, we will be a "controlled company" within the meaning of Nasdaq rules. See "Management and Executive Remuneration—Controlled Company Status."

Advanced Micro Devices, Inc., Apple Inc., Cadence Design Systems, Inc., Google International LLC, Intel Corporation, MediaTek Inc.'s affiliated entities, NVIDIA Corporation, Samsung Electronics Co., Ltd., Synopsys, Inc. and TSMC Partners, Ltd. (collectively, the "Cornerstone Investors") have, severally and not jointly, indicated an interest in purchasing up to an aggregate of $735 million of the ADSs offered in this offering at the initial public offering price and on the same terms and conditions as the other purchasers in this offering. Because these indications of interest are not binding agreements or commitments to purchase, any of the Cornerstone Investors may determine to purchase more, fewer, or no ADSs in this offering, or the underwriters may determine to sell more, fewer, or no ADSs to any of the Cornerstone Investors. The underwriters will receive the same underwriting discount on any ADSs purchased by the Cornerstone Investors as they will from the other ADSs sold to the public in this offering.

Investing in our ADSs involves a high degree of risk. Before buying any ADSs, you should carefully read the discussion of material risks of investing in our ADSs in "Risk Factors" beginning on page 21 of this prospectus.

	PER ADS	TOTAL
Initial public offering price	$ 51.00	$4,870,500,000
Underwriting discounts and commissions	1.02	97,410,000
Proceeds, before expenses, to the selling shareholder	49.98	4,773,090,000

The underwriters may also exercise their option to purchase up to an additional 7,000,000 ADSs from the selling shareholder at the initial public offering price, less the underwriting discounts and commissions, for 30 days after the date of the final prospectus. We will not receive any proceeds from the sale of such additional ADSs by the selling shareholder.

Raine Securities LLC is acting as our financial advisor in connection with this offering.

The underwriters expect to deliver the ADSs against payment in U.S. dollars to purchasers on or about September 18, 2023.

Neither the Securities and Exchange Commission nor any U.S. state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

Barclays **Goldman Sachs & Co. LLC** **J.P. Morgan** **Mizuho**

(in alphabetical order)

BofA Securities **Citigroup** **Deutsche Bank Securities** **Jefferies**

BNP PARIBAS **Credit Agricole CIB** **MUFG** **Natixis** **Santander** **SMBC Nikko**

BMO Capital Markets **Daiwa Capital Markets America** **Guggenheim Securities** **HSBC** **IMI - Intesa Sanpaolo** **Independence Point Securities**
KeyBanc Capital Markets **Loop Capital Markets** **Ramirez & Co., Inc.** **Rosenblatt** **SOCIETE GENERALE** **TD Cowen** **Wolfe | Nomura Alliance**

The date of this prospectus is September 13, 2023.

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PROSPECTUS SUMMARY

This summary highlights certain information contained elsewhere in this prospectus. This summary may not, and does not purport to, contain all the information that may be important to you, and we urge you to read this entire prospectus carefully, including the "Risk Factors," "Special Note Regarding Forward-Looking Statements," "Business" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections and the consolidated financial statements of Arm Limited and the notes to those statements, included elsewhere in this prospectus, before deciding to invest in the ADSs.

Our North Star

Building the future of computing, on Arm. Together. For everyone.

Our Company

Arm is defining the future of computing. Semiconductor technology has become one of the world's most critical resources, as it enables all electronic devices today. At the heart of these devices is the CPU, and Arm is the industry leader of CPUs. We architect, develop, and license high-performance, low-cost, and energy-efficient CPU products and related technology, on which many of the world's leading semiconductor companies and OEMs rely to develop their products. Our energy-efficient CPUs have enabled advanced computing in greater than 99% of the world's smartphones, for the year ended December 31, 2022, and more than 250 billion chips, cumulatively, powering everything from the tiniest of sensors to the most powerful supercomputers. Today, Arm CPUs run the vast majority of the world's software, including the operating systems and applications for smartphones, tablets and personal computers, data centers and networking equipment, and vehicles, as well as the embedded operating systems in devices such as smartwatches, thermostats, drones and industrial robotics. We estimate that approximately 70% of the world's population uses Arm-based products, and the scale of Arm's reach continues to expand, with more than 30 billion Arm-based chips reported as shipped in the fiscal year ended March 31, 2023 alone, representing an approximately 70% increase since the fiscal year ended March 31, 2016.

Today, any company can make a modern computer chip through the unique combination of our energy-efficient CPU IP and related technologies and our unmatched ecosystem of technology partners, and do it cost effectively due to our flexible business model. Each CPU product can be licensed to multiple companies, leading to economies of scale that allow us to charge each licensee only a fraction of what it would cost them to develop internally, while minimizing their risk and time-to-market. With the complexity of CPU design increasing exponentially, over the past decade no company has successfully designed a modern CPU from scratch. We have been innovating at the forefront of compute technology for decades and have established important relationships with the companies driving the future of computing across multiple industries. More than 260 companies reported that they had shipped Arm-based chips in the fiscal year ended March 31, 2023, including the largest technology companies globally (such as Amazon Web Services, Inc. and Alphabet Inc.), major semiconductor chip vendors (such as Advanced Micro Devices, Inc., Intel Corporation, MediaTek Inc., NVIDIA Corporation, Qualcomm Inc. and Samsung Electronics Co., Ltd.), automotive industry incumbents, leading auto suppliers, IoT innovators, and more.

The exponential rise in smart devices in both consumer and enterprise markets has increased the demand for chips that provide more computational capability while optimizing energy efficiency. Thirty years ago, the PC was the only computer with which most people would interact at home, work, or school. Then, mobile phones became computers in our pockets and digital TVs became computers in our living rooms. Now, vehicles are effectively computers on wheels, and servers and networking equipment are the computers that connect all these devices and services together. Additionally, there are billions of tiny low-cost devices—from sensors to electric motor controllers—that are now functionally computers, as well. Each of these computers needs at least one CPU, and in many cases more than one. This trend has driven the dramatic growth of Arm-based chips over the past several years.

Our creation of the Arm CPU architecture, the world's most widely used CPU architecture, has resulted in the proliferation and evolution of computers as people know them today, advancing a paradigm of increasing compute performance coupled with industry-leading power efficiency. We enabled the mobile phone and smartphone revolution, and through our focus on energy efficiency and our history of continuous innovation, we have enabled new categories of "smart" consumer electronics. Today, we are redefining what is possible in industries such as cloud computing, automotive, and IoT. Energy efficiency is not only important for business, but it is also a critical component in achieving sustainability for our planet. This makes Arm CPU technology ideal for current and future computing applications as the demands for compute performance are growing exponentially while the need for low power remains critical.

Every CPU has an ISA, which defines the software instructions that can be executed by the CPU, essentially a common language for software developers to use. The ISA sets the foundation for a large library of compatible software which runs on those CPUs. As the Arm CPU is the most popular and pervasive CPU in history, the Arm ISA is also the most popular and pervasive ISA in history. This means that Arm-based chips have a global community of software developers familiar with how to program the CPU. Chip designers utilizing the Arm CPU can add desired functionality (Wi-Fi connectivity, image processing, video processing, *etc.*) to create an SoC to meet the needs of any end market.

Our primary product offerings are leading CPU products that address diverse performance, power, and cost requirements. Complementary products such as GPUs, System IP, and compute platforms are also available and enable high-performance, efficient, reliable, system-level creation for a wide range of increasingly sophisticated devices and applications. Our development tools and robust software ecosystem have further solidified our position as the world's most widely adopted processor architecture and have created a virtuous cycle of adoption, which means that software developers write software for Arm-based devices because it offers the biggest market for their products, and chip designers choose Arm processors because they have the broadest support of software applications.

This combination of pervasiveness and ease of portability has resulted in our CPU designs having the world's richest software ecosystem, built in partnership with the leading operating systems providers (including Google Android, Microsoft Windows and all major Linux distributions), software tools and game engine vendors (such as Electronic Arts Inc., Unity Software Inc. and Epic Games, Inc.), and application developers. We also support a flourishing ecosystem of third-party tool vendors for embedded software and a vibrant IoT ecosystem. Open-source software plays a vital role in the success of Arm-based chips, and we are committed to contributing to open-source software and tools to ensure our offerings are optimized for the latest technologies.

As the world moves increasingly towards AI- and ML-enabled computing, Arm will be central to this transition. Arm CPUs already run AI and ML workloads in billions of devices, including smartphones, cameras, digital TVs, cars and cloud data centers. The CPU is vital in all AI systems, whether it is handling the AI workload entirely or in combination with a co-processor, such as a GPU or an NPU. In the emerging area of large language models, generative AI and autonomous driving, there will be a heightened emphasis on the low power acceleration of these algorithms. In our latest ISA, CPUs, and GPUs, we have added new functionality and instructions to accelerate future AI and ML algorithms. We are working with leading companies such as Alphabet, Cruise LLC, Mercedes-Benz, Meta and NVIDIA to deploy Arm technology to run AI workloads.

Arm had 5,963 full-time employees across North America, Europe and Asia as of March 31, 2023. We are an engineering-first company, with approximately 80% of our global employees, as of March 31, 2023, focused on research, design, and technical innovation, and we have global operations and research and development ("R&D") centers in the U.K., Europe, North America, India, and Asia-Pacific. Our headquarters are located in Cambridge, U.K.

For the fiscal year ended March 31, 2023, our total revenue was relatively flat at $2,679 million, as compared to $2,703 million in the fiscal year ended March 31, 2022. In the fiscal year ended March 31, 2023, as a percentage

expanding our market share in growth markets, including cloud compute, networking equipment, automotive and consumer electronics. We believe that the increasing need for high-powered and energy-efficient computing, as well as our continued investments, will enable us to grow our share in these segments. We also intend to expand our system IP and platform product offerings by continuing to develop a broader set of systems IP specifically developed for use with Arm processors. Across all our end markets and products, we believe that, as chip designs become more advanced and complex, our investments in additional functionality, higher performance, higher efficiency, and more specialized designs will allow us to deliver more value to our partners.

We have achieved significant growth since our inception. For our fiscal years ended March 31, 2023, 2022 and 2021, our total revenue was $2,679 million, $2,703 million and $2,027 million, respectively. Over that same period, net income from continuing operations was $524 million, $676 million and $544 million, respectively.

Our Business Model

We have a flexible business model for licensing products to customers, and we are continuously assessing our ability to provide greater flexibility to our customers and maximize the number of design wins for our products. Our customers license our products for a fee, which gives them access to our products and enables them to develop Arm-based processors. Once a processor has been designed and manufactured with our products, we receive a per-unit royalty on substantially all Arm-based chips shipped by our customers. Our business model enables the widest range of customers to access Arm products through an agreement best suited to their particular business needs. Our licensing and royalty business model includes:

- ***Arm Total Access Agreements***: Under an Arm Total Access agreement, we license a portfolio of CPU designs and related technologies to a customer in return for an annual fee determined at execution of the agreement. We retain the right, from time to time, to add or remove specific products from the package. The agreement is for a fixed term and may limit the number of concurrent chip designs that may use products from the package.
- ***Arm Flexible Access Agreements***: Under an Arm Flexible Access agreement, we license a portfolio of CPU designs and related technologies to a customer in return for an annual fee determined at execution of the agreement. Unlike an Arm Total Access license, the package of products licensed pursuant to an Arm Flexible Access agreement will not contain our latest products. Although customers are free to experiment with products contained in the Arm Flexible Access package, they must pay a single use license fee for specific products if they include Arm products in a final chip design "tape out," when the final result of a semiconductor chip design is sent for manufacturing. As with an Arm Total Access agreement, we retain the right, from time to time, to add or remove specific products from the package.
- ***Technology Licensing Agreements (TLA)***: Under a TLA, we license a single CPU design or other technology design to a customer in return for a fixed license fee. The license may be limited by term (i.e., the number of years during which the licensee is entitled to incorporate our products in new chip designs, but licensees typically have the right to manufacture designs perpetually) and/or by number of uses (i.e., the number of concurrent chip designs that may use our products).
- ***Architecture License Agreements (ALA)***: Under an ALA, the licensee is allowed to develop their own highly customized CPU designs that is compliant with the Arm ISA for a fixed architecture license fee. As the creation of an optimized CPU is very costly and time consuming, architecture licensees will often also license Arm CPU designs to use either as a complementary processor alongside the licensee's Arm-compliant CPU design, or in other chips where the licensee's own design is unsuitable.
- ***Royalty Fees***: We generate the majority of our revenue from customers who enter into license agreements, pursuant to which we receive royalty fees based on average selling price of the customer's Arm-based chip or a fixed fee per chip. Royalty revenues are impacted primarily by the adoption of our products by the licensee as well as other factors, such as product lifecycles, customer's business performance, market trends and global supply constraints. In the fiscal year ended March 31, 2023, royalty revenue represented 63% of our total revenue.

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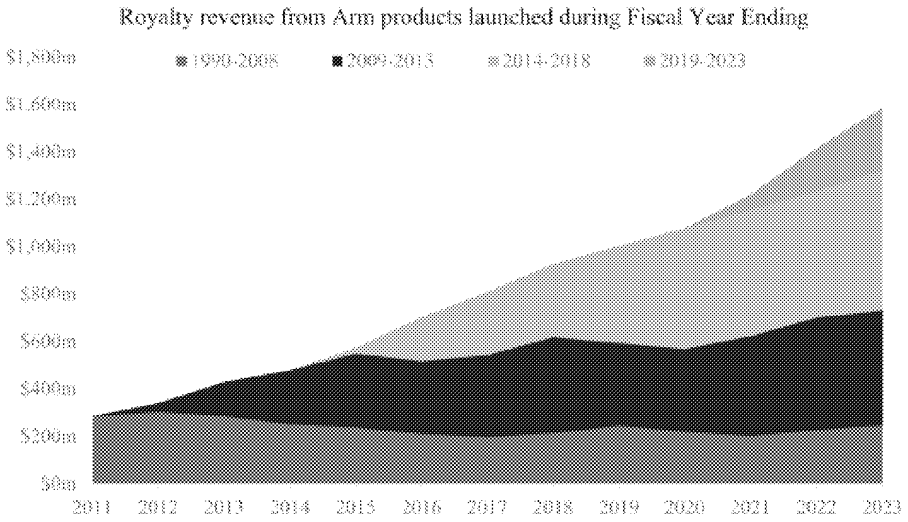
Historically, most customers licensed our products under the terms of a TLA. In 2019 and 2021, we introduced the Arm Flexible Access and Arm Total Access agreements, respectively, to enable the widest range of customers to access our products through methods best suited to their particular business needs. We believe that the Arm Total Access and Arm Flexible Access agreements provide enhanced flexibility for our customers (as compared to the TLA business model) and increase the number of chip designs using our products. While certain customers will elect to remain TLA customers, some customers are in the process of transitioning from TLAs to Arm Total Access and Arm Flexible Access agreements. We may experience variability in license revenues due to the timing of product deliveries within each TLA, Arm Total Access and Arm Flexible Access agreement. However, because Arm Total Access and Arm Flexible Access agreements are renewable in nature, as customers transition away from TLAs, we expect our visibility into future license revenues to improve.

We typically are able to command a royalty for chips that contain our products, which creates a long-term recurring revenue opportunity from each design win. We typically see sustained revenue streams from older chips, as products containing those chips continue to be sold and older processors are incorporated into new chips, creating a cumulative effect that fuels long-term growth. For example, based on royalty revenue information provided to us by customers in quarterly royalty reports, approximately 46% of our royalty revenue for the fiscal year ended March 31, 2023 came from products released between 1990 to 2012. Additionally, as we transition to more Arm Total Access and Arm Flexible Access licenses, we expect more of our products to be incorporated into more of our customers' chip designs, and our royalty revenue to increase over time as a result.



Key Factors and Trends Affecting Our Operating Results

We believe that the growth of our business and our future success are dependent upon many factors, including those described in the section titled "Risk Factors" and elsewhere in this prospectus as well as the factors described below. While each of these factors presents significant opportunities for us, these factors also pose challenges that we must successfully address in order to sustain the growth of our business and enhance our results of operations.

Exhibit 2

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE
---oOo---

ARM LTD., a UK Corporation,)
)
Plaintiff,)
)
vs.) C.A. No. 22-1146 (MN)
)
QUALCOMM INC., a Delaware)
corporation; QUALCOMM)
TECHNOLOGIES, INC., a)
Delaware Corporation, and)
NUVIA, INC., a Delaware)
Corporation,)
)
Defendants.)
_____)

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY
VIDEOTAPED DEPOSITION OF SIMON SEGARS
THURSDAY, NOVEMBER 16, 2023

STENOGRAPHICALLY REPORTED BY:
ANDREA M. IGNACIO, CSR, RPR, CRR, CCRR, CLR ~
CSR LICENSE NO. 9830

A P P E A R A N C E S:

FOR THE PLAINTIFF:

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By: SCOTT LLEWELLYN, Esq.
4200 Republic Plaza
300 17th Street
Denver, Colorado 80202
303.592.2204
sllewellyn@mofo.com

FOR THE DEFENDANT:

PAUL WEISS
By: KAREN L. DUNN, Esq.
MADALYN VAUGHN, Esq. New York
ERIN MORGAN, Esq. New York
2001 K Street, NW
Washington, D.C. 20006-1047
kdunn@paulweiss.com

ALSO PRESENT:

Cameron Tuttle, Videographer

---oOo---

I N D E X

WITNESS: SIMON SEGARS

EXAMINATION	PAGE
BY MS. DUNN	9

E X H I B I T S

EXHIBIT		PAGE
Exhibit QX100	9-3-13 Email Re: YAASS - Yet another Arm server startup Bates ARM_00085058 - '59	36
Exhibit QX101	1-15-21 Email Re: Two-year-old NUVIA sells to Qualcomm for $1.4 billion - TechCrunch Bates ARM_01242767	54
Exhibit QX102	6-9-21 Email Re: Arm Limited Board Meeting and Papers for Meeting on 10 Sept, Bates ARM_01245004 - '72	67
Exhibit QX103	1-17-21 Email Re: Congratulations Bates ARM_00062124	77
Exhibit QX104	1-17-21 Email Re: Congratulations Bates ARM_00071014	84

SIMON SEGARS,

having been sworn as a witness

by the Certified Shorthand Reporter,

testified as follows:

EXAMINATION

BY MS. DUNN:

Q Thank you.

Mr. Segars, first, let me make sure I'm saying your last name correctly.

A Segars.

Q Segars.

A Yeah.

Q Okay. Mr. Segars, have you been deposed before?

A Yes, I have.

Q Okay. How many times?

A I don't remember.

Q Okay. More than five?

A Don't remember the exact number.

Q Okay. When did you start working at Arm?

A In 1991.

Q And what was your role when you started working at Arm?

A I was a design engineer.

were shown documents, and you remember one e-mail; is that right?

A We looked at my LinkedIn profile briefly.

Q Okay. So apart from that one e-mail and your LinkedIn profile, do you remember other -- any other documents that you reviewed?

A I was shown a -- what I believe was a discussion between me and my then chief of staff, which I think was a Teams discussion.

Q And who was your chief of staff?

A Well, I don't have one now, but my chief of staff at the time --

Q Right.

A -- was a gentleman named Saumil Shah.

MS. DUNN: Okay. And I assume that document has been produced to us, but if not, we'll ask for it.

Q Any other documents that you remember reviewing in advance of this deposition?

A No.

Q Okay. Did you review any contracts in advance of the deposition?

A No.

Q Okay. All right.

Let's talk a little bit about Arm's business model. The majority of Arm's licensees are TLA

licensees who use Arm's off-the-shelf technology in their chip designs; correct?

A [redacted]

Q Okay. We've been using the terms "TLA" and "ALA" in this case. So I just want to make sure that if I use those terms, you know what I'm talking about.

A Okay.

Q Okay. Do you -- do you know what I'm talking about when I --

A Say --

Q -- say TLA?

A TLA --

STENOGRAPHIC REPORTER: One at a time, please.

MS. DUNN: Q. Go ahead.

A [redacted]

Q Yes.

A [redacted].

Q Great. That is -- that is my understanding

CERTIFICATE OF REPORTER

I, ANDREA M. IGNACIO, hereby certify that the witness in the foregoing deposition was by me remotely sworn to tell the truth, the whole truth, and nothing but the truth in the within-entitled cause;

That said deposition was taken in shorthand by me, a disinterested person, at the time and place therein stated, and that the testimony of the said witness was thereafter reduced to typewriting, by computer, under my direction and supervision;

That before completion of the deposition, review of the transcript [ ] was [x] was not requested. If requested, any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition, nor in any way interested in the event of this cause, and that I am not related to any of the parties thereto.

Dated: November 21, 2023.

ANDREA M. IGNACIO, RPR, CRR, CCRR, CLR, CSR No. 9830

Exhibit 3

Advertisement

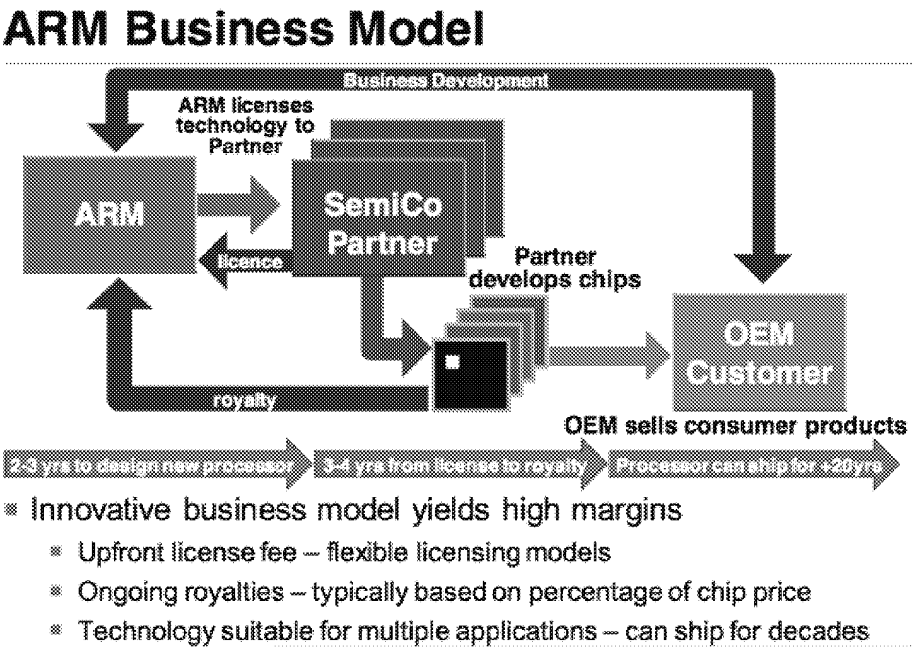
The ARM Diaries, Part 1: How ARM's Business Model Works

64 Comments

by Anand Lal Shimpi on June 28, 2013 12:06 AM EST

Posted in SoCs CPUs Arm

HOW ARM WORKS



It must frustrate ARM just how much attention is given to Intel in the ultra mobile space, especially considering the chip giant's effectively non-existent market share. Since 2008 Intel has tried, year after year, to break into smartphones and tablets with very limited success. Despite having the IP and technical know-how to do so, it wasn't until 2012 that we saw Intel act like a company with even a sliver of a chance. Today, things are finally starting to change. Intel's 22nm SoC process and updated Atom microarchitecture look very competitive, and we'll see the first tablet products based on them later this year - with phones following sometime in early 2014. As Intel is about to start acting like a competitor, ARM is starting to talk a lot more about its magic.

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AMD Widens Availability of Ryzen AI Software For Developers, XDNA 2 Coming With Strix Point in 2024

Intel Wins Appeal on VLSI Case, $2.18B Judgement Reversed

We've had well over a decade of Intel sharing its beliefs with us, but this is ARM's first attempt at doing the same. What will follow over the next few posts are a bunch of disclosures, some related some not, attempting to bring everyone up to speed on where ARM is today and where ARM will be in the near future. The best place to start is with ARM's business model.

In the PC industry, the concept of a fabless semiconductor manufacturer isn't unusual. NVIDIA has always been one, and now AMD is one as well. Fabless semiconductors create all of the designs for their chips, but they're physically manufactured at a foundry partner (e.g. TSMC, Global Foundries, Samsung). The fabless semi approach greatly helps reduce costs, but your designs are ultimately at the mercy of your foundry partner. Capacity, quality of process and timeline for process are more or less out of your control. Sometimes this is a non-issue, but other times it dramatically impacts your ability to bring products to market (e.g. quality control for early TSMC 40nm, timeline for GF 28nm or early capacity for TSMC 28nm).

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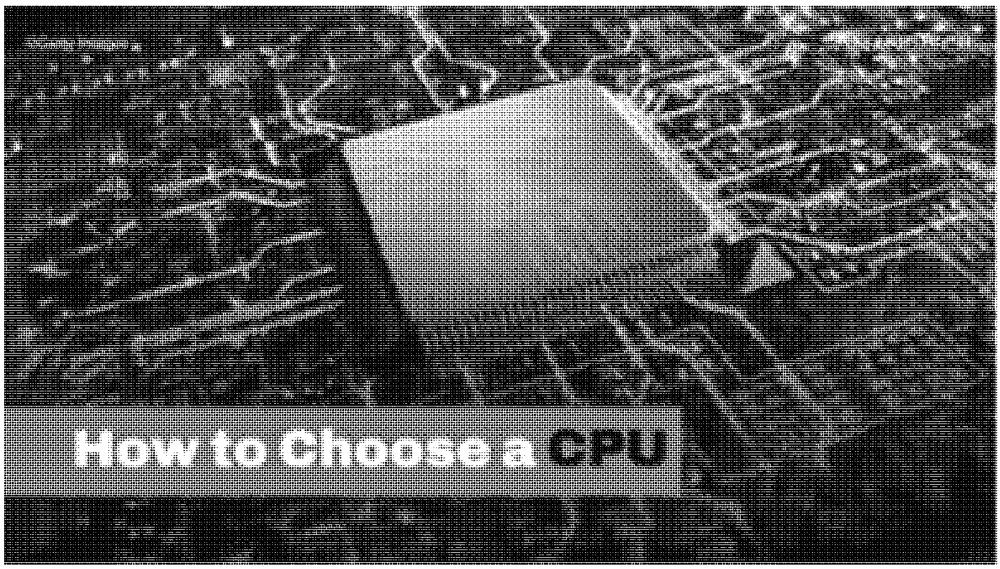
ARM goes one step beyond the fabless semi: it doesn't even sell any chips into the marketplace. ARM instead, designs IP (instruction set architecture, microprocessor, graphics, interconnects) and licenses it to anyone who wants to use it. ARM's customers will then take the IP they've licensed and design it into silicon. These customers can be fabless semiconductor companies or companies that own fabs.



It's a very unique business model, especially if you compare it to that of the market share leader in the PC silicon space (Intel). From Intel's perspective, it made the mistake of licensing the x86 ISA early on in its life, but quickly retreated from that business. It instead builds its own architectures, designs them into chips for various markets, and manufactures the designs at its own foundries. Intel is a truly vertically integrated chip design and fabrication house. It's a lot of work, but Intel is rewarded by having extremely high margins on all of its products.

The ultra mobile world is very different, at least today. In the PC world, Intel drives platform definition and ends up being the biggest part of the BoM (Bill of Materials) as a result. In smartphones and tablets, the main applications processor is easily under 10% of the cost of the device. More often than not, we're talking about low single digit percentages of the total BoM (e.g. $15 SoC for a $400 device, or 3.75%). Intel's theory is that this will eventually change as silicon complexity increases inside ultra mobile devices, but until now (and likely for the near future) the market requires/enables a different sort of business model.

How ARM Works

The ARM business model is incredibly simple to understand, it's just different than what we're used to in the PC space. At a high level, ARM offers three different types of licenses: POP, processor and architecture.

A processor license is the license to use a microprocessor or GPU that ARM has designed. You can't really change the design, but you get to implement it however you'd like. For example, Samsung's Exynos 5 Octa

Micron Intros 3500 NVMe SSD: 232L 3D TLC and Phison E25 for the OEM Market

Amkor to Build $2 Billion Chip Packaging Fab in Arizona Primarily for Apple

Amazon's Trainium2 AI Accelerator Features 96 GB of HBM, Quadruples Training Performance

Amazon Unveils Graviton4: A 96-Core ARM CPU with 536.7 GBps Memory Bandwidth

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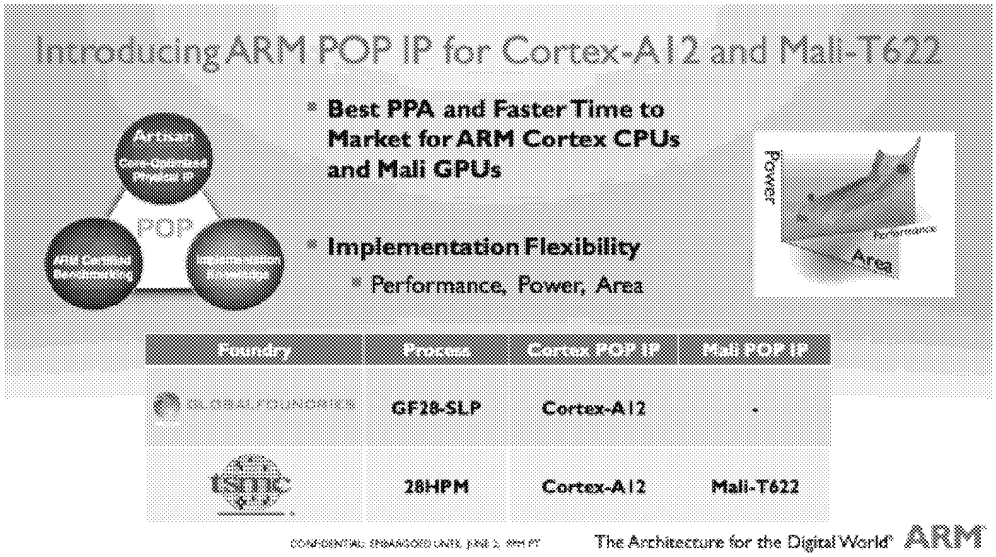
implements four ARM Cortex A7 cores and four ARM Cortex A15 cores - these are processor licenses. ARM will provide guidelines as to how to implement these designs in silicon, but ultimately it's up to you and your physical implementation teams to do so and get good frequency/power out of your design.



A processor optimization pack (POP), takes a processor license to the next level. If you aren't great at physical implementations, ARM will sell you an optimized processor design that you can take and manufacture at a specific foundry which will result in some degree of guaranteed performance. If you look at what happened with the Cortex A8, Apple and Samsung had their own physical implementations of the core that resulted in better frequency/power than a lot of other designs. Apple and Samsung had access to Intrinsity who hardened the Cortex A8 design, but not all companies had the bandwidth/budget to do the same. POPs are ARM's equivalent solution for those customers who need very good implementations but can't do so by themselves. POPs are available for various processor/foundry/process node combinations. For example, ARM offers a 28nm HPM POP at TSMC for the Cortex A12.

The final option is an architecture license. Here, ARM would license you one of its architectures (e.g. ARMv7, ARMv8) and you're free to take that architecture and implement it however you'd like. This is what Qualcomm does to build Krait, and what Apple did to build Swift. These microprocessors are ISA compatible with ARM's Cortex A15 for example, but they are their own implementations of the ARM ISA. Here you basically get a book and a bunch of tests to verify compliance with the ARM ISA you're implementing. ARM will offer some support to help you with your design, but it's ultimately up to you to design, implement and validate your own microprocessor design.

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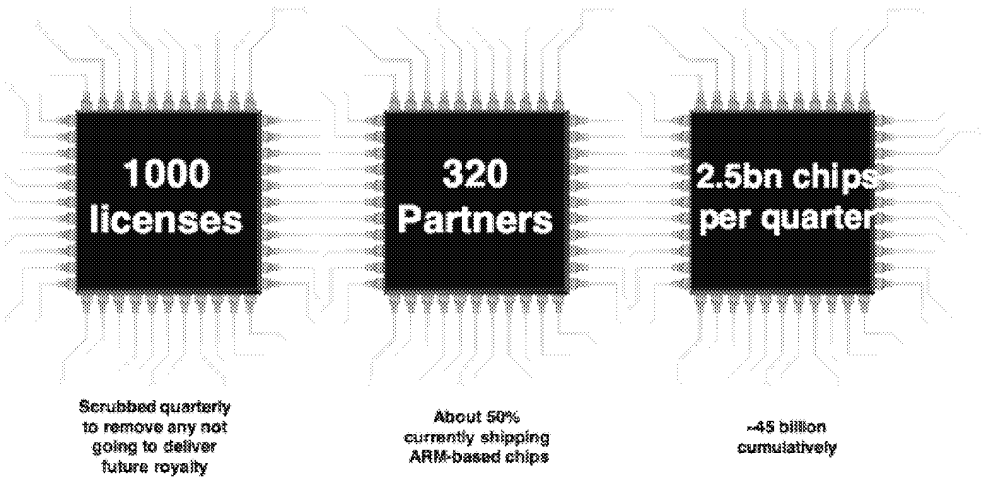

In terms of numbers, ARM has around 1000 licenses in the market spread across 320 licensees/partners. Of those 320 licensees, only 15 of them have architecture licenses.

HOW ARM MAKES MONEY

HOW ARM WORKS

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Crono - Friday, June 28, 2013 - link

So basically ARM is like an author who choose to work with a bunch of different publishers?

It amazes me how dominant they are, though, in the mobile processor industry, all without having to manufacture chips themselves. 45 billion chips... wow. And I'm guessing there is still plenty of room to grow with more embedded chips in more devices.

> airmanchairman - Friday, June 28, 2013 - link
>
> "It amazes me how dominant they are, though, in the mobile processor industry, all without having to manufacture chips themselves. 45 billion chips... wow."
>
> Their philosophy has always been centred on the needs of their client industries, which extend far beyo
>
> > airmanchairman - Friday, June 28, 2013 - link
> >
> > ...nd the mobile processor industry into the vast all-purpose market (street lights, lifts, automatic turnstiles etc). These industries strictly specified the maximum power output the chips could be capable of (used to be 700mW) and ARM designed within those parameters. As such their entire R&D/Logistics/Marketing focus has been perfectly suited to the battery-power-constrained mobile industry.
> >
> > Intel, on the other hand, after decades of dictating to the booming desktop industry with its faster/more cores/larger plants philosophy, is only just coming to grips with the power efficiency and discipline required to compete with ARM in the rapidly growing mobile sector.
> >
> > The new Haswell architecture shows the promise and potential that Intel may
> >
> > > airmanchairman - Friday, June 28, 2013 - link
> > >
> > > ... bring to the battle against ARM.

nadim.kahwaji - Friday, June 28, 2013 - link

veryyyy nice post, anand i know that you are so busy, but we miss the podcast !!!!!!

> bianarahul - Friday, July 26, 2013 - link
>
> Umm... Does Qualcomm also pay royalty for the chips that use Krait?

blanarahul - Friday, July 26, 2013 - link

Is Qualcomm automatically eligible to use any of ARM designs since they are above the "Subscription Licence" level in the pyramid?

dealcom - Friday, June 28, 2013 - link

I could not follow the sense of your statement "From Intel's perspective, it made the mistake of licensing the x86 ISA early on in its life, but quickly retreated from that business." I thought IBM required that Intel license X86 to competitors as a pre condition of IBM's selection of Intel's 8086 for the IBM PC. Did Intel made a boo boo letting IBM use the 8086 in the IBM PC? It was reported that Intel's selection of x86 license partners was driven by the dual criteria that the partner must be acceptable to IBM and also likely incompetent to exploit the benefits of the license. In retrospect, their selection of partners achieved these goals. What was Intel's licensing mistake?

The aphorism, "Knitter, stick to your knitting" has long been appreciated as a useful business strategy. ARM is properly commended for it's strict adherence to this truism in it's attempted optimization of architecture design. Intel appears focused on SoC level optimization. Intel's holistic approach is more time consuming and capital intensive. Consumers will ultimately vote with their wallets which approach is better in the contested ultra mobile space.

SleepyFE - Friday, June 28, 2013 - link

Intel licensed it's IP to AMD, but AMD didn't throtle it's CPU's so it would get more business with constant iteration of the same architecture with marginal improvements to it (Intel's tic toc development model). AMD made the best use of what they got from Intel. At that time their (AMD's) CPU's were faster and they were eating away Intel's business. Intel had since then made a new architecture and did not license it to AMD. Consequently AMD fell behind and had not recovered since.

Wolfpup - Friday, June 28, 2013 - link

AMD and Intel cross license x86. It's not fair to claim x86 is Intel's thing along, given how much stuff Intel has to license from AMD for it-heck, the most obvious is 64-bit. The updated ISA is AMD's design, and Intel started using it a few years later.

"At that time their (AMD's) CPU's were faster and they were eating away Intel's business. Intel had since then made a new architecture and did not license it to AMD. Consequently AMD fell behind and had not recovered since."

I can't remember if AMD ever actually licensed chip designs-if they did, it wasn't recent, would have been like the 486. Everything since then that AMD sells has been AMD's design. When AMD was faster, that was with entirely AMD designs. And no, Intel doesn't license Core, but that's not new like you're saying, that's been the case since the 486 days (if those were even licensed), and it's not why AMD's fallen a bit behind. Intel was making horrible decisions with their CPUs, and AMD was designing better ones. AMD's stuff is still really strong/good, it's just Intel's bigger, has thrown more resources at it, usually has a process node advantage, and since getting serious again has been able to have more powerful chips at the high end (though of course the reality is AMD's chips keep getting more powerful too, and are only "had" in comparison to Intel's newest, and sometimes even then AMD looks better, like that platform comparison using integrated graphics where AMD's new $140 CPU was stomping on one of Intel's best i7s, often 50% better).

1 2 3 4 5 6 ▶

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Exhibit 4

Nuvia 'clean-sheet CPU design' performance previewed

by **Mark Tyson** on 11 August 2020, 18:01

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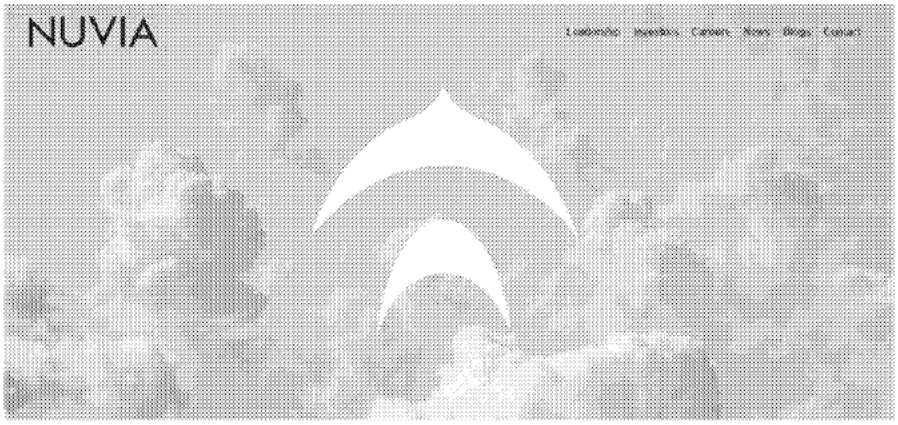
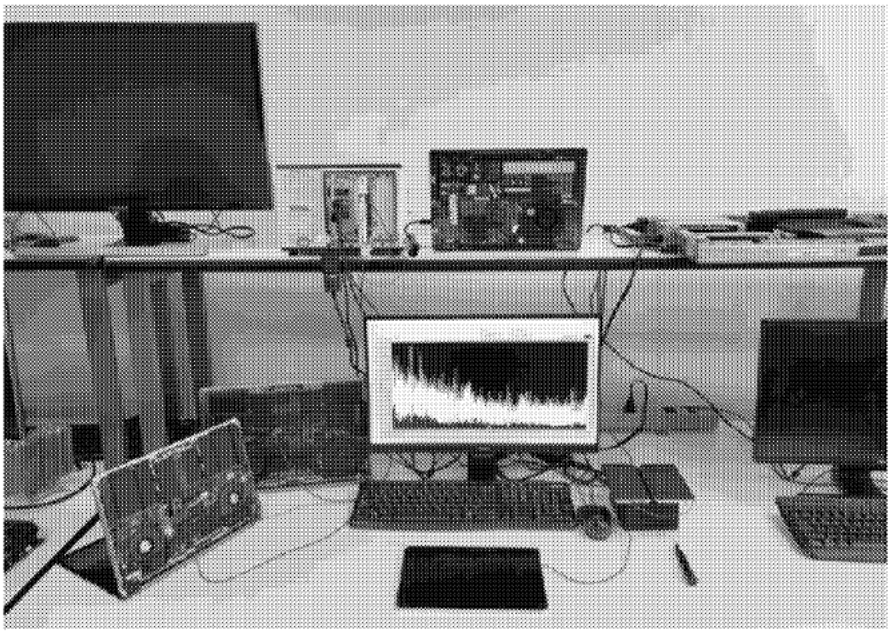
Back in November last year HEXUS reported on Silicon Valley startup Nuvia breaking cover. The firm, founded by three ex-Apple executives in early 2019, had already received some serious backing for its work on a breakthrough range of data centre processors – it had recently raised $53m from Dell Technologies Capital and several Silicon Valley firms as it went public about its plans.



All we knew back then was Nuvia's intended target market and the pedigree of its three founders: Gerard Williams III left Apple in spring 2019 after nine years as chief architect for all Apple central processors and SoCs; Manu Gulati spent eight years at Apple working on SoCs; and John Bruno spent five years at Apple (platform architecture group) but also worked for Google before founding Nuvia. Moor Insights & Strategies boss Patrick Moorhead sounded pretty sure the trio's track record would pay dividends, crediting them with *"unprecedented"* inter-generational performance gains while at Apple.

Today, HEXUS received a lengthy email about what Nuvia has been busy working on ever since it formed, and providing what you might call a performance preview of the [redacted] CPU core. To introduce its new server SoC, Nuvia started by claiming that it had produced a processor that will be *"the heartbeat of the cloud"*. We all know this is a lucrative market. However, to penetrate the cloud server CPU market there are many hurdles to cross to be a success, and not many companies have made it previously.



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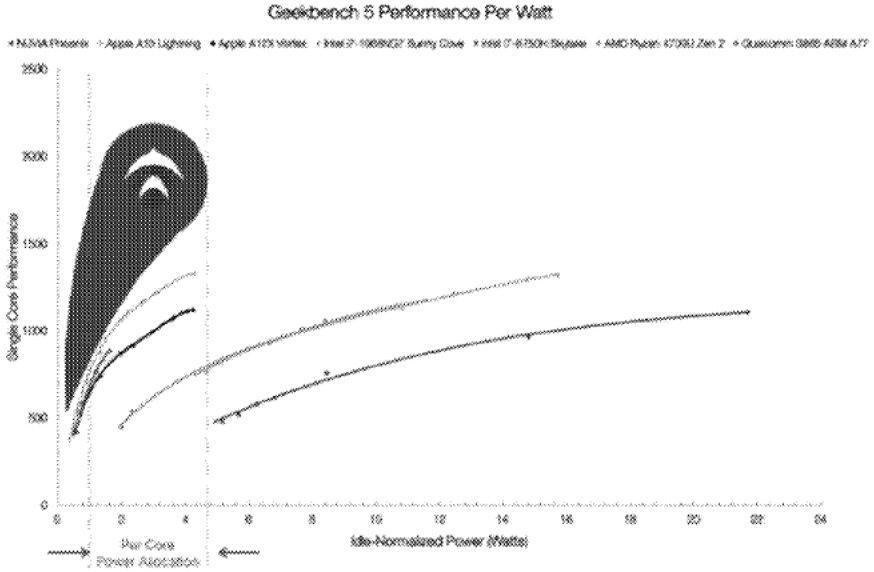
In its communication, headlined *"Performance delivered in a new way,"* Nuvia made it clear that it understood why many predecessors hadn't gained the success they expected but that it has considered all these potential pitfalls and is still confident of breaking through. For reference, it says false starts by Intel server challengers were caused by problems with one or more of the following; performance, infrastructure readiness, or an immature software ecosystem.

Though Nuvia claims that the first generation [redacted] CPU is a *"clean sheet design"* it is actually a custom core based on the Arm architecture. [redacted] will be central to [redacted].

Nuvia reckons it has found *"a new way forward"* with its Arm-based cores in the data centre cloud server market. In its communication it backed up this assertion with a performance preview chart which showed Nuvia [redacted] core performance in Geekbench 5, which it described as a good metric as it *"consists of a series of modern real-world kernels that include both integer and floating-point workloads,"* and is multi-platform.



Above you can see the Nuvia [redacted] really punches through in the single core tests in the 1W to 4.5W per core power limit. Importantly the above is actually a projection. To quote Nuvia: *"When measured against current products available in-market in the 1W-4.5W power envelope (per core), the [redacted] CPU core performs up to 2X faster than the competition. Nuvia's [redacted] CPU performance is projected using architectural performance modeling techniques consistent with industry-standard practices on future CPU cores."*

Nuvia wraps up its communication by admitting that competitors won't be standing still and could fortify their server processors with double digit performance gains over the next 18 months. However, even if Intel, AMD, Apple of Qualcomm make such significant steps, Nuvia still believes its [redacted] will *"hold a clear position of leadership in performance-per-watt"*. Of course that remains to be seen and over the coming weeks and months (18 months to launch perhaps?) Nuvia will share more perspectives on its SoC architecture and performance.

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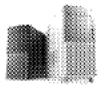

Dell updates XPS and Alienware desktops with Alder Lake CPUs 8
And you can spec up to an Nvidia GeForce RTX 3090, or an AMD Radeon RX 6900 XT.

More Intel 12th Gen Core performance numbers emerge 35
Planning to give AMD a bloody nose, going by Intel-produced numbers.

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Posted by edmundhonda - Tue 11 Aug 2020 19:59

Endless R&D dollars from ARM and Apple have produced that outstanding perf/watt at the lower levels, but this company has significantly outpaced both of them within 12 months of starting development?

I'm sure they're not just another massively over-valued tech company in SV. Definitely not.

Posted by CAT-THE-FIFTH - Tue 11 Aug 2020 21:01

So another ARM based CPU?? Thought it might have been RISC-V based or a brand new instruction set. Also until they have production silicon,I don't believe their claims!

Posted by kompukare - Tue 11 Aug 2020 21:56

> ***CAT-THE-FIFTH***
> *So another ARM based CPU?? Thought it might have been RISC-V based or a brand new instruction set. Also until they have production silicon,I don't believe their claims!*

Well, all the leading people there are ex Apple and have plenty of ARM experience.
They're supposed to have an ARM v9 architectural licence so wouldn't be worried about Nvidia.
Obviously take everything with a grain of salt, but if they can assemble a team like they had at Apple they might be able to pull it off.
Apple's team were able to increase their performance around 20% per year after all.
Nuvia don't have to worry about mA power budgets, lack member controllers and IO.
On the other hand, ARM themselves now show signs of making server reference designs.

None of which bodes well for the socketed DIY market, though. Unfortunately, the upgradable DIY PC market is a historical accident and throwaway stuff with built-in obsolescence is probably, sadly the future no matter how much $ trillion corporations like to pretend they care about the environment.

Posted by CAT-THE-FIFTH - Tue 11 Aug 2020 22:41

> ***kompukare***
> *Well, all the leading people there are ex Apple and have plenty of ARM experience.*
> *They're supposed to have an ARM v9 architectural licence so wouldn't be worried about Nvidia.*
> *Obviously take everything with a grain of salt, but if they can assemble a team like they had at Apple they might be able to pull it off.*
> *Apple's team were able to increase their performance around 20% per year after all.*
> *Nuvia don't have to worry about mA power budgets, lack member controllers and IO.*
> *On the other hand, ARM themselves now show signs of making server reference designs.*
>
> *None of which bodes well for the socketed DIY market, though. Unfortunately, the upgradable DIY PC market is a historical accident and throwaway stuff with built-in obsolescence is probably, sadly the future no matter how much $ trillion corporations like to pretend they care about the environment.*

Personally I don't think this will get much traction,unless it is revolutionary in some way. ARM and MIPS based designs already exist,so companies can already buy those. Also many countries are now implementing national CPU designs around RISC V,for eventually use in import/export substitution scenarios, but these are all government backed intiatives. Not sure what market this is trying to target.

Posted by watercooled - Tue 11 Aug 2020 22:08

If they're wanting to actually make some sales and gain a foothold in the market, ARM makes the most sense, with perhaps POWER as another option for specific markets. It's more than an uphill battle to release a CPU no-one can use because they have no software able to run on it, no well-optimised compilers, very few people able to program for it efficiently, etc. ARM itself has faced an enormous challenge to break into the server market despite being AFAIK by far the most widely used ISA on the planet.

Having said that, yeah it's easy to post charts, lets wait and see what products are actually like.

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Exhibit 5

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ARM LTD., a U.K. corporation, Plaintiff, v. QUALCOMM, INC., a Delaware corporation, et al., Defendants.	)	Case No.: C.A. No. 22-1146-MN

HIGHLY CONFIDENTIAL: ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF NITIN SHARMA

755 Page Mill Road

Palo Alto, California 94304

October 27, 2023

9:07 a.m.

REPORTED BY:

Tammy Moon, CSR No. 13184, RDR, CRR

APPEARANCES:

FOR PLAINTIFF ARM LTD., a U.K. corporation:

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FOR DEFENDANT QUALCOMM INC., a Delaware corporation:

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ALSO PRESENT: KEVIN MCMAHON, THE VIDEOGRAPHER

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NITIN SHARMA

Friday, October 27, 2023

Tammy Moon CSR No. 13184, RPR, CRR

WITNESS: NITIN SHARMA

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swear in the witness, and then we will proceed.

NITIN SHARMA,

called as a witness, having been duly sworn, testified as follows:

THE WITNESS: I do.

DIRECT EXAMINATION BY MR. FUNG

MR. FUNG:

Q. All right. Good morning, Mr. Sharma.

A. Hi.

Q. Could you please state your name for the record?

A. Nitin Sharma.

Q. What is your current address?

A. You mean residential address?

Q. Residential address.

A. [redacted]

Q. Are you currently employed by Qualcomm?

A. No.

Q. I'm sorry. Was that a yes or no?

A. No.

Q. Who is your current employer?

A. SiFive.

Q. How long have you been at SiFive?

A. About six weeks.

Yeah.

Q. Do you understand what the goal of -- the goal is in -- to pass all the test suites provided by Arm?

A. That is correct.

Q. Okay. What is an ARM architecture-compliant core?

MS. NYARADY: Objection.

THE WITNESS: ARM architecture-compliant core from my side, from what my job entailed, was to ensure that the set of test suite that Arm provides is part of compliance suite -- pass. And we follow the -- the rules that are defined in Arm -- in the compliance manual.

As well as -- we had to do our own due diligence going through Arm Architecture Reference Manual to -- to test cases we do -- or test scenarios that we felt are important to test.

MR. FUNG:

[redacted]

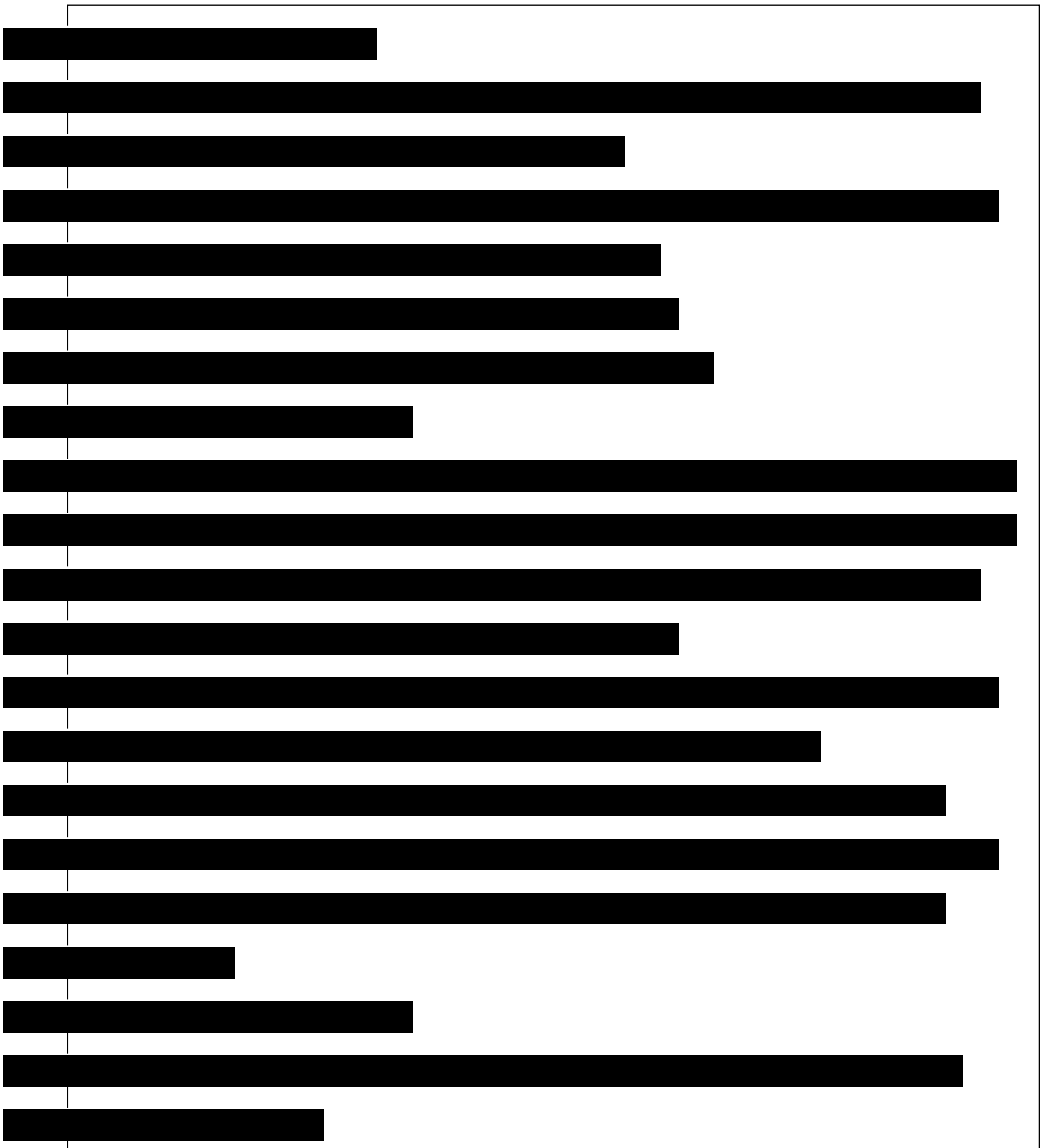
MS. NYARADY: Objection. Asked and answered.

MR. FUNG:

Q. What's the difference between an SOC and a

sampled.

[redacted]



Q. We have been going for about an hour now. Do you want to take a break?

A. Sure.

Q. Five or ten minutes? Up to you.

THE WITNESS: I -- I have an opinion, but -- but that's based on partial data, so it's a partial opinion.

MR. FUNG:

Q. So what is your partial opinion?

[redacted]

Q. What was the market for the [redacted] SOC? [redacted] with an [redacted].

A. It was designed for data center to -- it was designed as a server SOC, which could go into date centers.

Q. Got it. When you joined Nuvia -- let's go back to when you joined Nuvia.

What was the market -- was there a market that Nuvia was targeting?

A. The data center, SOC market.

Q. And did the market that Nuvia was targeting change during the time that you were at Nuvia?

A. No.

Q. We have also seen some documents talking about [redacted] with a Y, [redacted]. What is that?

A. The [redacted] with a [redacted] is really the new name for the CPU cores that are being used in Qualcomm products.

Q. So [redacted] is a core. Is that right?
MS. NYARADY: Objection.
THE WITNESS: [redacted] with a [redacted] is a core.
MR. FUNG:
Q. What SOCs are [redacted] used in, with a [redacted]?
A. I can definitely say that it's used in [redacted] and in [redacted]. But I've since left the company, so it could be -- I don't have all the information.
Q. What is [redacted]?
A. [redacted] is an SOC which is targeted for compute client market.
Q. And what is [redacted]?
A. [redacted] is an SOC which is targeted for and set in mobile market.
Q. And [redacted] both use [redacted] cores? [redacted] with a [redacted].
MS. NYARADY: Objection.
THE WITNESS: They -- they use different revisions and versions of [redacted] core which -- which [redacted].
MR. FUNG:
Q. Do you know what the current status of [redacted] is?
A. I believe it was announced a few days ago

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

I, TAMMY MOON, CSR No. 13184, Certified Shorthand Reporter, do hereby certify:

That prior to being examined, the witness in the foregoing proceedings was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That said proceedings were taken by me in shorthand and thereafter transcribed into typewriting under my direction and supervision;

That I am neither counsel for, nor related to, any party to said proceedings, nor in any way interested in the outcome thereof.

I further certify that I am not a party to any stipulation, if made, that would waive my duties mandated by the Court Reporters Board of California.

In witness whereof, I have hereunto subscribed my name.

Dated: 30th of October, 2023

Tammy Moon, CSR No. 13184, RDR, CRR

Exhibit 6

From: Gerard Williams III <gerard@nuviainc.com> on behalf of Gerard Williams III <gerard@nuviainc.com>
To: Simon Segars
[redacted]

Simon,

[redacted]

—Gerard

> On Mar 25, 2019, at 5:33 PM, Simon Segars <Simon.Segars@arm.com> wrote:
>
> Hi Gerard,
>
[redacted]
>
> Thanks,
>
> Simon.
>
> On 3/25/19, 1:29 PM, "Gerard Williams III" <gerard@nuviainc.com> wrote:
>
> Simon,
>
[redacted]
>
> Thank you,
> Gerard.
>
>> On Mar 6, 2019, at 4:10 PM, Simon Segars <Simon.Segars@arm.com> wrote:
>>
[redacted]
>>
>> SS.
>>
>> On 3/5/19, 1:52 PM, "Gerard R Williams III" <gerardiii@me.com> wrote:
>>
>> Simon,
>>
[redacted]
>>
>> —Gerard
>>
>>> On Feb 27, 2019, at 1:22 PM, Simon Segars <Simon.Segars@arm.com> wrote:
>>>
>>> Hi Gerard,
>>>
[redacted]
>>>

[redacted]

>>>
>>> Best,
>>>
>>> Simon.
>>>
>>> On 2/26/19, 11:24 PM, "Gerard R Williams III" <gerardiii@me.com> wrote:
>>>
>>> Simon,
>>>

[redacted]

>>>
[redacted]
>>>
[redacted]
>>>
[redacted]
>>>
[redacted]
>>>
[redacted]
>>>
[redacted]
>>>
>>> Look forward to hearing from you,
>>> Gerard
>>>
>>> NuVia, Inc.
>>> CEO, President, and co-Founder
>>>
>>> IMPORTANT NOTICE: The contents of this email and any attachments are confidential and may also be privileged. If you are not the intended recipient, please notify the sender immediately and do not disclose the contents to any other person, use it for any purpose, or store or copy the information in any medium. Thank you.
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Exhibit 7

From: Tim Herbert <Tim.Herbert@arm.com> on behalf of Tim Herbert <Tim.Herbert@arm.com>
To: Gerard Williams III
Sent: 7/13/2019 12:25:58 AM
Subject: [redacted]

Hello Gerard,

[redacted]

Thanks,

Tim

From: Gerard Williams III <gerard@nuviainc.com>
Date: Friday, July 12, 2019 at 12:51 PM
To: Tim Herbert <Tim.Herbert@arm.com>
Cc: Gerard Williams III <gerard@nuviainc.com>
Subject: Re: License payment model

[redacted]

—Gerard

On Jul 12, 2019, at 12:36 PM, Gerard Williams III <gerard@nuviainc.com> wrote:

Tim,

—Gerard

On Jun 25, 2019, at 9:16 AM, Gerard Williams III <gerard@nuviainc.com> wrote:

Tim, I found the issue. Basically, what I did was the following:

—Gerard

On Jun 24, 2019, at 11:50 AM, Tim Herbert <Tim.Herbert@arm.com> wrote:

Hello Gerard,

[redacted]

Thanks,

Tim

From: Gerard Williams III <gerard@nuviainc.com>
Date: Friday, June 21, 2019 at 12:36 PM
To: Tim Herbert <Tim.Herbert@arm.com>
Cc: Gerard Williams III <gerard@nuviainc.com>
Subject: [redacted]

TIm,

[redacted]

[redacted]

Thanks,
—Gerard

> On May 29, 2019, at 12:43 AM, Gerard Williams III <gerard@nuviainc.com> wrote:
>
> Tim,
>
> [redacted]
>
> —Gerard

IMPORTANT NOTICE: The contents of this email and any attachments are confidential and may also be privileged. If you are not the intended recipient, please notify the sender immediately and do not disclose the contents to any other person, use it for any purpose, or store or copy the information in any medium. Thank you.

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Exhibit 8

From: Gerard Williams III <gerard@nuviainc.com> on behalf of Gerard Williams III <gerard@nuviainc.com>
To: Lip-Bu Tan
CC: gerard@nuviainc.com
BCC: amarjit@nuviainc.com
Sent: 6/19/2019 4:23:30 AM
Subject: [redacted]

Lip-Bu,

[redacted]

Thanks,
—Gerard

Exhibit 9

REDACTED IN ITS ENTIRETY

Exhibit 10

REDACTED IN ITS ENTIRETY

Exhibit 11

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ARM, LTD., a U.K. corporation,	)	
	)	C.A. No.
Plaintiff,	)	22-1146-MN
	)	
VS.	)	
	)	
QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporation, and NUVIA, INC., a Delaware corporation,	)	
	)	
Defendants.	)	
	)	

(Pursuant to Protective Order, this Transcript is Deemed Highly Confidential)

Videotaped Deposition of Murali Annavaram

Los Angeles, California

Thursday, June 27, 2024

REPORTED BY:
KIMBERLY WILDISH
CSR NO.: 8078
JOB NO: J11410864

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Jbraly@paulweiss

ALSO PRESENT:

Vincent Mazza, Videographer
Esquire Deposition Solutions

I N D E X

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MURALI ANNAVARAM,

HAVING BEEN FIRST DULY SWORN, WAS

EXAMINED AND TESTIFIED AS FOLLOWS:

EXAMINATION

MR. MUINO: Good morning, Dr. Annavaram.

THE WITNESS: Good morning.

BY MR. MUINO:

Q. Can you please state your name, for the record.

A. My name is Murali Annavaram.

Q. Have you had your deposition taken before?

A. I...

Yes. A few times.

Q. How many times have you been deposed?

A. Maybe somewhere between six to ten times.

Q. And were all of those depositions in a capacity as an expert witness in litigation?

A. Yeah. Different kinds of litigations, but expert witness in all those I testified, yes.

Q. Have you had your deposition ever taken in another type of case, where you weren't testifying as an expert witness?

So, for example, if a cortex micro architecture today has a prefetchers, some of them I worked on. And some of the predictors we worked on.

So that's what I want to make the connection to. That it's important to understand that the micro architecture is what we were working on. [redacted]

[redacted]

Q. You mentioned before the Arm architecture reference manual. Do you recall that?

A. Yeah, I briefly mentioned it.

Q. And that I think you said you reviewed that in preparation for the deposition today?

A. I... I reviewed... It's 20,000 pages or so. I reviewed parts of it as time permitted.

Q. The Arm architecture reference manual is, you say, approximately 20,000 pages or something along those lines?

A. Yeah. I don't count exactly the page numbers, but it is pretty large. That much I remember.

Q. Your understanding is that the architecture reference manual describes the Arm instruction set architecture. Is that correct?

A. It describes Arm instruction set architecture, correct.

Q. Now, you understand that Nuvia engineers wrote RTL code for the [redacted] design before the acquisition; is that correct?

A. Yeah. So at the time of acquisition [redacted]

Q. And those are... those blocks that you referenced were within the core that we're referring to as the [redacted] design; correct?

A. So they were also developing other elements. But part of their design was on the RTL for the [redacted] design.

Q. In preparing your opinions in this case, you examined the RTL code for the [redacted] design; correct?

A. I reviewed multiple code bases, one of which is the [redacted]design.

Q. Do you recall that the RTL code base for the [redacted] design that was provided in this case was from March 14, 2021? Do you recall that?

A. Ah...

Q. I can show you a report to remind you.

A. Yeah. Maybe so.

Q. If you look at Paragraph 166.

Do you see in Paragraph 166 you're referring to the [redacted] design?

A. Yeah.

Q. And about a little more than halfway down that paragraph, on Page 61, you say:

[redacted]

Do you see that?

A. Um-hmm.

Q. And subsequently, you cite some documents, but then you also cite to some code directories.

Do you see that?

A. Yeah. I see the top level directory which is [redacted].

Q. So does that refresh your recollection that the code for the [redacted] design was from March 14, 2021?

[redacted]

[redacted]

Q. Let's return to Paragraph 3.

A. Sure.

Q. The fourth line down in Paragraph 3, you refer to the [redacted] Family of Cores.

Do you see that?

A. I see that the SoC, that includes one of the [redacted] Family of Cores.

Q. And within the [redacted] Family of Cores you mention several [redacted] cores.

Do you see that?

A. Yes. I call them the [redacted]

Q. Now, the [redacted] was the

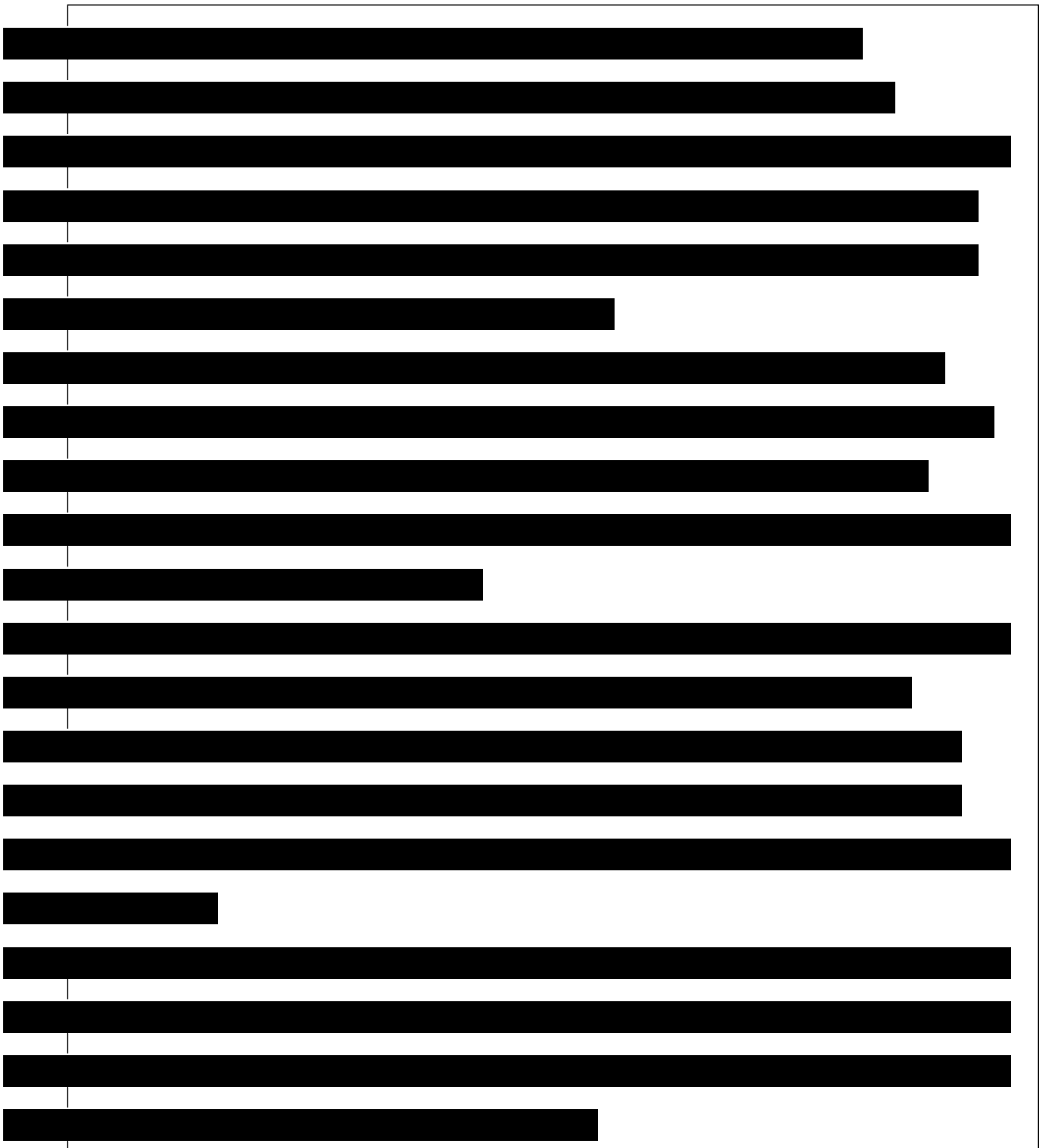
[redacted]

Q. So, Dr. Annavaram, I'm just asking for your understanding of the facts.

Do you understand that Qualcomm used the RTL code from the [redacted] design in the development of the [redacted] core post acquisition?

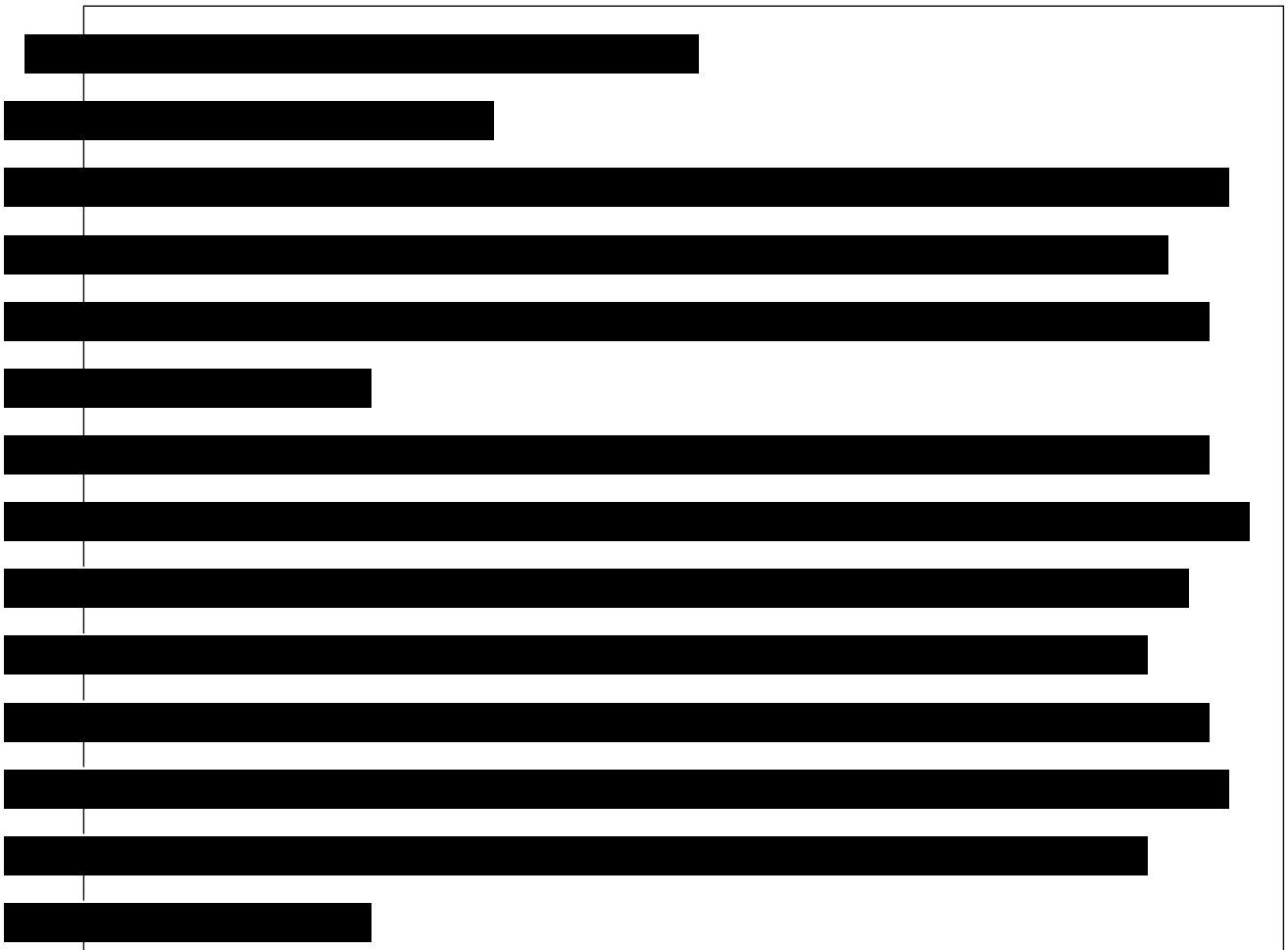
Do you understand that as a matter of fact?

[redacted]



But are they just blindly to be used? No. So I'm sort of objecting to your characterization of just simply using them.

Q. When you say... you use the qualifier



MR. MUINO: Thank you. I certainly didn't agree that it had nothing to do with Arm. But I appreciate the rest of your answer.

Q. So the third core that's called out here is [redacted]

The [redacted] is the version of the [redacted] core for the [redacted] Is that your understanding?

A. So the [redacted] is the core that Qualcomm designed for its [redacted]

Q. And to your knowledge, did the[redacted]

Reporter's Certificate

of

Certified Shorthand Reporter

* * * * * * *

I, the undersigned Certified Shorthand Reporter, in and for the State of California, do hereby certify: That the foregoing proceedings were taken before me at the time and place therein set forth, at which time the witness was put under oath by me; that the testimony of the witness and all objections at the time of the proceedings were recorded stenographically by me and were thereafter transcribed under my direction; that the foregoing is a true record of the testimony and of all objections made at the time of the proceedings.

In witness whereof, I have subscribed my name on:

DATE: June 30th, 2024

KIMBERLY WILDISH, CSR NO. 8078

Exhibit 12

THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ARM LTD., a U.K. corporation,

Plaintiff,

vs. C.A. No. 22-1146-MN

QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporation, and NUVIA, INC., a Delaware corporation,

Defendants.

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF ARM LTD.

MANU GULATI AS 30(b)(1)

SAN DIEGO, CALIFORNIA

OCTOBER 12, 2023

Reported By:
PATRICIA Y. SCHULER
CSR No. 11949

Job No. J10385631

APPEARANCES:

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Videographer:

Miguel Moreno

I-N-D-E-X

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MANU GULATI		PAGE
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MANU GULATI,

having been administered an oath, was examined and testified as follows:

EXAMINATION

BY MR. LLEWELLYN:

Q. Could you please state your name for the record?

A. Manu Gulati.

Q. Could you please spell that?

A. M-A-N-U, G-U-L-A-T-I.

Q. What is your current address?

A. [redacted]

Q. And who is your current employer?

A. Qualcomm.

Q. What is your current position with Qualcomm?

A. VP of engineering.

Q. Were you previously employed by NuVia?

A. Yes.

Q. What was your position at NuVia?

A. SVP engineering.

Q. Were you one of the founders of NuVia?

A. Yes, I was.

[redacted]

00:11:13 17 Q. And throughout your deposition, I may say

00:11:16 18 "code" rather than "RTL." If you think it makes a

00:11:19 19 difference, please ask me. I will confirm.

00:11:22 20 A. Sure.

00:11:25 21 Q. I am not sure if technically it counts as

00:11:27 22 source code or code, but it seems to be terminology

00:11:31 23 that works for folk.

[redacted]

starting NuVia in the first place, I think many of those components are still true.

Q. And when you say "in that space," do you mean in the server space?

A. Server space, yes.

Q. What is [redacted] with a "[redacted]"?

A. [redacted] with a "[redacted]," confusingly enough, is the specific name given to the series of Qualcomm custom CPU cores.

Q. And are those custom CPU cores not for server?

A. They could be for anything. Because it is a name for a series of cores. Those cores could be for anything. The [redacted] with a "[redacted]" signifies that it is a Qualcomm custom core.

Q. What do you mean by "Qualcomm custom core"?

A. So it's designed by Qualcomm, and it's an in-house design. And "core" meaning CPU. Like you said, when you say "core," we're going to talk about CPUs. So it's an in-house CPU from Qualcomm.

Q. And how is [redacted] with a "[redacted]" related to [redacted]

A. [redacted] is an instance of an [redacted] core.

Q. And what are some other instances of an

01:18:39 1 [redacted]core?
01:18:41 2 A. Okay. So we're getting into Qualcomm
01:18:42 3 roadmap now. [redacted] would be another one. And
01:18:46 4 this conversation is confidential, right? So this
01:18:48 5 is Qualcomm business roadmap now.
01:18:54 6 Q. And are there any besides [redacted] and
01:18:58 7 [redacted]?
01:18:59 8 A. Yes. They are in contemplation. I
01:19:02 9 forget the name of another one, but there -- they
01:19:06 10 are sort of in the planning phase.
01:19:09 11 Q. And what about [redacted] Is that a --
01:19:12 12 A. No. [redacted] is not an [redacted]. [redacted] is a
01:19:15 13 product for the -- basically, the laptop and
01:19:18 14 desktop market, consumer market.
01:19:23 15 Q. Is [redacted] a custom core?
01:19:25 16 A. [redacted] is a product. It's not a core.
01:19:28 17 Q. Does [redacted] use a custom core?
01:19:33 18 A. It does.
01:19:34 19 Q. Which custom core is that?
01:19:36 20 A. It uses a derivative of the custom core
01:19:42 21 that was designed for [redacted] with an "[redacted]." So we
01:19:45 22 still call it [redacted] even though -- you know, it
01:19:49 23 went through a lot of transformations to end up in
01:19:51 24 [redacted], but we still call it a [redacted] core.
01:19:54 25 Q. And is [redacted] a product as well?

transfer of either databases or resources. How did that work?

A. Yeah. It was a very mixed bag, actually.

[redacted]

Q. And following the announcement of the acquisition and throughout many months in 2021,

[redacted]

Q. Were you aware of that at the time?

04:08:28 1 the same time.

04:08:30 2 Q. And as you sit here today, what do you

04:08:32 3 recall about your discussion with John and Gerard

04:08:36 4 about the ARM notice of termination?

04:08:41 5 A. I don't recalls the specifics, but I

04:08:43 6 remember us saying, [redacted]

[redacted]

04:09:01 11 Q. And what did you conclude?

04:09:03 12 A. [redacted]

[redacted]

04:09:35 22 A. [redacted].

[redacted]

[redacted]

04:10:12 10 Q. [redacted]

[redacted]

:22 13 A. Sorry. Could you repeat the question?

04:10:24 14 Q. [redacted]

[redacted]

04:10:33 17 MS. NYARADY: Just caution you not to

04:10:35 18 reveal any attorney-client communication.

04:10:37 19 THE WITNESS: Yeah.

04:10:38 20 [redacted]

[redacted]

24 BY MR. LLEWELLYN:

04:10:49 25 Q. And if I understand your prior testimony

I, Patricia Y. Schuler, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were duly sworn; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; that the foregoing transcript is a true record of the testimony given.

Further, that if the foregoing pertains to the original transcript of a deposition in a Federal Case, before completion of the proceedings, review of the transcript [X] was [ ] was not requested.

I further certify I am neither financially interested in the action nor a relative or employee of any attorney or party to this action.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated: October 15, 2023

_____

PATRICIA Y. SCHULER
CSR NO. 11949

Exhibit 13

HIGHLY CONFIDENTIAL - SOURCE CODE - ATTORNEY'S EYES ONLY

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARM LTD., Plaintiff, v. QUALCOMM INC., QUALCOMM TECHNOLOGIES, INC. and NUVIA, INC., Defendants	C.A. No. 22-1146 (MN)

OPENING EXPERT REPORT OF DR. MURALI ANNAVARAM

December 20, 2023

37. A CPU is designed to perform operations on data. Designers implement these operations in circuitry using a collection of techniques such as microarchitecture design, the placement of gates and routing of wires across the chip, selection of process technology nodes, and selection of the cell implementation libraries. This circuitry is represented in a type of computer language referred to as RTL code, which I will describe further in the next section.

B. RTL

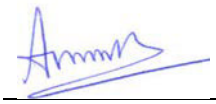
38. RTL describes the implementation of the CPU's microarchitecture. RTL design is a digital design methodology that focuses on the transfer of data between registers within a digital system. It serves as an abstraction level between the high-level behavioral description of a system and its physical implementation in hardware. At the RTL level, designers describe the functionality and behavior of the system in terms of registers, data flow, and control signals.

39. A designer may develop an RTL description of a digital circuit manually using a Hardware Description Language (HDL) such as Verilog or automatically from a higher-level language using an RTL synthesis tool. After the RTL representation is completed, it is then transformed through a series of hardware compilers, place and route tools and cell libraries to create representation that helps with the fabrication of the actual physical device.

40. The RTL description may be organized into groups of code referred to as "modules," with each module likewise organized into smaller groups of code referred to as "submodules." Organizing the RTL into modules and submodules improves the efficiency in managing large projects by allowing code to be modularized and re-used in different aspects of the projects. For example, the RTL modules for complex functions implemented in a CPU can be treated as abstract boxes with input and output pins. Hence different module developers can easily interface without knowing the details of the module design.

I certify under penalty of perjury that the foregoing is true and correct.

Date: December 20, 2023



Murali Annavaram, Ph.D.

Los Angeles, California

Exhibit 14

Qualcomm Contacts:

Pete Lancia, Corporate Communications

Phone: 1-858-845-5959

Email: corpcomm@qualcomm.com

Mauricio Lopez-Hodoyan, Investor Relations

Phone: 1-858-658-4813

Email: ir@qualcomm.com

Qualcomm to Acquire NUVIA

Augmenting its leading technology roadmap to redefine computing performance

Accelerating successful partnerships with OS providers for next-generation computing devices

Enabling Samsung and the mobile ecosystem to redefine premium performance for smartphones

Leading CPU talent to join Qualcomm's best in class innovation culture

SAN DIEGO – JAN 13, 2021 – Qualcomm Incorporated (NASDAQ: QCOM) today announced that its subsidiary, Qualcomm Technologies, Inc., has entered into a definitive agreement to acquire NUVIA for approximately $1.4 billion before working capital and other adjustments. The transaction is subject to customary closing conditions, including regulatory approval under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

5G is further accelerating the convergence of mobility and computing. The acquisition of NUVIA builds on Qualcomm Technologies' Snapdragon technology leadership, delivering step-function improvements in CPU performance and power efficiency to meet the demands of next-generation 5G computing.

NUVIA comprises a proven world-class CPU and technology design team, with industry-leading expertise in high performance processors, Systems on a Chip (SoC) and power management for compute-intensive devices and applications. The addition of NUVIA CPUs to Qualcomm Technologies' already leading mobile graphics processing unit (GPU), AI engine, DSP and dedicated multimedia accelerators will further extend the leadership of Qualcomm Snapdragon platforms, and positions Snapdragon as the preferred platform for the future of connected computing.

NUVIA CPUs are expected to be integrated across Qualcomm Technologies' broad portfolio of products, powering flagship smartphones, next-generation laptops, and digital cockpits, as well as Advanced Driver Assistance Systems, extended reality and infrastructure networking solutions.

"5G, the convergence of computing and mobile architectures, and the expansion of mobile technologies into other industries are significant opportunities for Qualcomm," said Cristiano Amon, President and CEO-Elect, Qualcomm Incorporated. "The NUVIA team are proven innovators, and like Qualcomm, have a strong heritage in creating leading technology and products. I am very excited to have them join our

team. Together, we are very well positioned to redefine computing and enable our ecosystem of partners to drive innovation and deliver a new class of products and experiences for the 5G era."

"Creating high performance, low-power processors and highly integrated, complex SoCs are part of our DNA," said Jim Thompson, Chief Technology Officer of Qualcomm. "Adding NUVIA's deep understanding of high-performance design and integrating NUVIA CPUs with Snapdragon - together with our industry-leading graphics and AI - will take computing performance to a new level and drive new capabilities for products that serve multiple industries."

As part of the transaction, NUVIA founders Gerard Williams III, Manu Gulati and John Bruno, and their employees will be joining Qualcomm.

"CPU performance leadership will be critical in defining and delivering on the next era of computing innovation," said Gerard Williams CEO of NUVIA. "The combination of NUVIA and Qualcomm will bring the industry's best engineering talent, technology and resources together to create a new class of high-performance computing platforms that set the bar for our industry. We couldn't be more excited for the opportunities ahead."

Qualcomm's broad ecosystem of partners have voiced strong support for this acquisition:

Microsoft: "It's exciting to see NUVIA join the Qualcomm team. Our partnership with Qualcomm has always been about providing great experiences on our products. Moving forward, we have an incredible opportunity to empower our customers across the Windows ecosystem," said Panos Panay, Chief Product Officer, Microsoft.

Google: "Compute performance, connectivity and power efficiency are critical ingredients that make the billions of Android and Chrome OS devices shine," said Hiroshi Lockheimer, SVP Platforms & Ecosystems, Google. "The addition of NUVIA extends Qualcomm's capabilities in these three areas and we're excited to see the next generation of Snapdragon with NUVIA."

Samsung: "With NUVIA joining the Qualcomm team, we look forward to continuing to innovate and building incredible experiences together. Qualcomm's commitment to platform technology will help us offer the premium smartphone performance to our users around the world," said TM Roh, President and Head of Mobile Communications Business, Samsung Electronics.

Acer: "Together with Qualcomm we have delivered a new generation of thin and light always connected PCs and Chromebooks. The acquisition of NUVIA will enable Qualcomm to continue to advance Snapdragon's industry leadership and help Acer to continue to innovate and bring high performance, 5G connected devices to our customers globally," said James Lin, General Manager, Notebooks, IT Products Business, Acer Inc.

ASUS: "We have had the pleasure of collaborating with Qualcomm for many years to deliver premium smartphones, such as our flagship ROG Phone for gaming, as well as PCs powered by the exceptional performance and connectivity of Snapdragon platforms. We are excited for the future of our partnership as Qualcomm advances and expands its portfolio and capabilities with the addition of NUVIA," said S.Y. Hsu, co-CEO of ASUS.

Bosch: "The automotive industry is evolving at an unprecedented pace of innovation. Bosch considers the adoption of new in-vehicle services and capabilities as one major driver for growth. Qualcomm is a strong partner to us. We see the need for high performance, power efficient platforms and appreciate Qualcomm's ambition to push the boundaries of innovation even further," said Dr. Andree Zahir, SVP for Infotainment and Connectivity, Bosch.

Continental: "Continental looks forward to the addition of NUVIA as we continue to partner with Qualcomm in bringing advanced capabilities to next generation vehicles," said Peter Popp as head of purchasing, Vehicle Networking and Information, Continental.

General Motors: "We look forward to NUVIA joining the Qualcomm team as we continue to work together to deliver advanced in-vehicle services and technologies for the customers of our next-generation vehicles," said Dan Nicholson, VP, Global Electrification, Controls, SW & Electronics at General Motors.

HMD: "Qualcomm has always been a best-in-class partner globally and our ongoing collaboration has enabled HMD to bring unique mobile device innovation to the market and deliver on the Nokia brand promise of being trusted, always secure and built to last. We are excited for the NUVIA team to join Qualcomm and congratulate the company on its commitment to ensure Snapdragon continues to be the industry's leading mobile platform," said Florian Seiche CEO, HMD.

Honor: "As a new, independent company committed to bringing breakthrough mobile experiences to consumers, we are pleased to see that Qualcomm will acquire NUVIA, enabling them to continue to lead in developing and delivering premium performance Snapdragon mobile platforms to the market," said Biao Wan, Chairman, Honor Device Co Ltd.

HP: "HP and Qualcomm have been strong partners in addressing the needs of our mutual Personal Systems customers, most recently on the Elite Folio, the world's first pull-forward business convertible, launched at CES," said Alex Cho, president of Personal Systems, HP Inc. "The PC is more essential than ever, and we're excited to see the industry and Qualcomm invest in innovation to support the needs of the 5G world."

Lenovo: "With Qualcomm we delivered the world's first 5G connected PC. As we look to create the advanced capabilities PC users demand, we are excited that the world class CPU development team from NUVIA is joining Qualcomm and we look forward to continuing to work together to deliver breakthrough PC experiences to users across the globe," said Gianfranco Lanci, President and COO, Lenovo.

LG Electronics: "The automotive industry is evolving at an accelerated pace of innovation driven by the adoption of new in-vehicle services and capabilities powered by technology partners like Qualcomm. The addition of the NUVIA team will enable Qualcomm to continue to consolidate compute and connectivity ECUs into high performance, power efficient platforms to push the boundaries of innovation even further," Jin-Yong Kim, President of Vehicle components Solutions (VS) Company, LG Electronics Inc.

LG Mobile: Congratulations to Qualcomm and NUVIA for joining forces to create a new breed of platforms that will push the envelope on compute performance and connectivity," said Morris Lee, President LG Mobile.

OnePlus: "We are excited to hear Qualcomm will be extending their industry leading Snapdragon mobile platform leadership by acquiring the world class CPU team at NUVIA. OnePlus fans will also be excited to see what innovation and new premium experiences we can deliver on new flagship One Plus devices powered by future generations of Snapdragon mobile platforms," said Pete Lau, Founder and CEO, OnePlus.

OPPO: "With NUVIA joining the Qualcomm team, we look forward to continue innovating together and building incredible devices powered by the Snapdragon mobile platforms. Qualcomm's commitment to platform leadership will enable us to deliver innovative new products and experiences for OPPO smartphone users around the world," said Tony Chen, Founder and CEO, OPPO.

Panasonic: "Innovation in the automotive market is occurring at an accelerated pace. We welcome the addition of the world class NUVIA team to Qualcomm and look forward to the continued partnership," said Masashige Mizuyama, Chief Technology Officer, Automotive Company, Panasonic Corporation

Renault: "The automotive industry is the new frontier exploiting the benefits of mobile technology innovations in high performance compute and connectivity and Qualcomm has always been at the forefront. The addition of NUVIA is welcomed as we continue to work with Qualcomm to deliver world class in-vehicle services and experiences," said Thierry Cammal, Alliance Global Vice President Software Factory.

Sharp: "With Qualcomm's expertise and leading technologies, we have been able to deliver cutting edge devices and premium mobile experiences and we welcome the addition of NUVIA to extend Qualcomm's leadership and enhance their capabilities," said Shigeru Kobayashi GM, Sharp Personal Communications Group.

Sony: "We have enjoyed a great collaboration with Qualcomm for many years and are excited to hear the NUVIA team will be joining Qualcomm. As a leader in delivering amazing camera and gaming experiences on mobile devices we understand that to continue to lead will require the next generation high performance & low power computing and connectivity solutions that only Snapdragon platforms can deliver," said Mitsuya Kishida President, Sony Mobile Communications Inc.

VIVO: "Qualcomm's Snapdragon platforms power millions of VIVO phones across the globe today, and the addition of NUVIA will help Qualcomm continue to lead, delivering the ultimate in high performance compute, lightning fast 5G connectivity and industry leading power efficiency," said Shen Wei, CEO, VIVO.

Xiaomi: "Xiaomi and Qualcomm have partnered for over a decade to deliver world class premium mobile experiences to millions of people. The addition of NUVIA will extend Qualcomm's Snapdragon platforms industry leadership helping Xiaomi to continue to bring innovation and next level premium mobile experiences to Mi fans around the world," said Lei Jun, Chairman and CEO, Xiaomi.

About Qualcomm

Qualcomm is the world's leading wireless technology innovator and the driving force behind the development, launch, and expansion of 5G. When we connected the phone to the internet, the mobile revolution was born. Today, our foundational technologies enable the mobile ecosystem and are found in every 3G, 4G and 5G smartphone. We bring the benefits of mobile to new industries, including automotive, the internet of things, and computing, and are leading the way to a world where everything and everyone can communicate and interact seamlessly.

Qualcomm Incorporated includes our licensing business, QTL, and the vast majority of our patent portfolio. Qualcomm Technologies, Inc., a subsidiary of Qualcomm Incorporated, operates, along with its subsidiaries, substantially all of our engineering, research and development functions, and substantially all of our products and services businesses, including our QCT semiconductor business.

About NUVIA Inc.

Headquartered in Santa Clara, NUVIA was founded on the promise of reimagining silicon design for high-performance computing environments. The company is focused on building products that blend the best attributes of compute performance, power-efficiency and scalability. For more information please visit www.nuviainc.com.

Qualcomm and Snapdragon are trademarks or registered trademarks of Qualcomm Incorporated.

Qualcomm Snapdragon is a product of Qualcomm Technologies, Inc. and/or its subsidiaries.

Exhibit 15

H I G H L Y C O N F I D E N T I A L

ATTORNEYS' EYES ONLY

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

C.A. NO: 22-1146 (MN)

ARM LTD., a UK Corporation,

Plaintiff,

v.

QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware Corporation, and NUVIA, INC., a Delaware Corporation,

Defendants.

Deposition of PAUL WILLIAMSON, taken by AILSA WILLIAMS, Certified Court Reporter, held at the offices of Norton Rose Fulbright, London, United Kingdom, on 9 November, 2023 at 9:00 a.m

A P P E A R A N C E S:

Attorneys for the Plaintiff:

MORRISON & FOERSTER LLP

BY: KYLE W.K. MOONEY

Kmooney@mofo.com

For the Defendants:

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

BY: MELISSA FELDER ZAPPALA and BRIAN SHIUE

Mzappala@paulweiss.com

Bshiue@paulweiss.com

ALSO PRESENT:

PHILIP PRICE: (ARM)

COURT REPORTER: AILSA WILLIAMS

VIDEOGRAPHER: PHILIP HILL

I N D E X

PAUL WILLIAMSON (Sworn)
Examination by MS. ZAPPALA: Pg. 6
Examination by MR. MOONEY: Pg. 310
Further Examination by MS. ZAPPALA: Pg. 314

INDEX OF EXHIBITS

Previously Marked Exhibits Referenced:
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QX46 Email exchange ARM_01238940-44 13
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Price Senior Director and Head of Litigation at ARM. 09:28

THE VIDEOGRAPHER: Would the court reporter swear in the witness. 09:28

PAUL WILLIAMSON 09:28

Having been sworn, 09:28

Testified as follows: 09:28

EXAMINATION BY MS. ZAPPALA: 09:28

MS. ZAPPALA: Good morning. 09:28

A Good morning. 09:28

Q Could you state your name for the record. 09:28

A My name is Paul Williamson. 09:28

Q I am Melissa Zappala. I will be taking your deposition today. I just wanted to go over a couple of ground rules for the deposition. 09:28 09:29

One thing I wanted to note, I have a hearing loss. It affects my speech. You are British, you have an accent, so we may have a sense of dueling accents here. If you can't understand anything I say, please ask me to repeat myself. Likewise, if I have difficulty I hope you will indulge me by repeating the answer. 09:29 09:29 09:29 09:29 09:29

A Absolutely, and I appreciate you sharing that with me. 09:29

believe it would be when they made the press release to announce their intention to acquire.

Q Prior to receiving the press release, did you understand whether Qualcomm was going to acquire Nuvia?

MR. MOONEY: Objection, form.

MS. ZAPPALA: Let me rephrase. Prior to the press release, did you know whether Qualcomm was going to acquire Nuvia?

A I did not.

Q I am going to mark as QX46 a document that has been Bates stamped ARM_01238940.

(Exhibit QX46 marked for identification)

MR. MOONEY: I will just designate the transcript and the exhibits "Highly Confidential Attorneys' Eyes Only" under the protective order, subject to our review and potential de-designation at a later date.

MS. ZAPPALA: This is an email that you sent on January 13 to Laurence Bryant, Steve Raphael and Simon Holland, subject line: [redacted] [redacted] Do you see that?

A I confirm that that is what this appears to be, yes.

CERTIFICATE OF COURT REPORTER

I, AILSA WILLIAMS, an Accredited LiveNote Reporter, hereby certify that Paul Williamson was duly sworn, that I took the Stenograph notes of the foregoing deposition and that the transcript thereof is a true and accurate record transcribed to the best of my skill and ability. I further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which the deposition was taken, and that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

Before completion of the deposition, review of the transcript was requested. Any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

_____

AILSA WILLIAMS

Dated: 11/14/23

Exhibit 16

arm

Ziad Asghar
VP, Product Management
Qualcomm Technologies, Inc.
5775 Morehouse Drive
San Diego, CA 92121

2 February 2021

Dear Ziad,

[redacted]

Yours faithfully,

Paul Williamson

Paul Williamson
VP and GM, Client Business
Arm Limited

Exhibit 17

Qualcomm

February 25, 2021

Paul Williamson, VP, General Manager Client Line of Business
ARM Limited

VIA EMAIL

Dear Paul:

[redacted]

Qualcomm

[redacted]

Thank you,

Ziad Asghar
VP, Product Management
Qualcomm Technologies, Inc.

Exhibit 18

Ziad Asghar
VP, Product Management
Qualcomm Technologies, Inc.
5775 Morehouse Drive
San Diego, CA 92121

arm

2 March 2021

Dear Ziad,

[redacted]

Appreciate your attention to these matters.

Yours faithfully,

Paul Williamson
VP and GM, Client Business
Arm Limited

Exhibit 19

Gerard Williams III
CEO and President
NuVia, Inc.
2841 Mission College Blvd., 4th Floor
Santa Clara, CA 94024

1 February 2022

Dear Gerard:

We write pursuant to the Architecture License Agreement (ALA #CM0001215) and the Technology License Agreement (TLA #CM0001229), both dated September 27, 2019, between our companies (collectively, "the Agreements").

[redacted]

Sincerely,

Carolyn Herzog
Executive Vice President and General Counsel
Arm Limited

cc: Ann Chaplin, General Counsel & Corporate Secretary
Qualcomm Technologies, Inc.
5775 Morehouse Drive
San Diego, CA 92121

Exhibit 20

From:
To: Manu Gulati
CC: Gerard Williams; John Bruno; Nitin Sharma; Pradeep Kanapathipillai; Raghava Denduluri; Lynn Bos; Karen Chin; Vinod Chamarty
Sent: 2/4/2022 6:06:33 PM
Subject: [redacted]

Hi Manu,

[redacted]

Sincerely,

-Jignesh

From: Vivek Agrawal <Vivek.Agrawal@arm.com>
Sent: Friday, February 4, 2022 6:03 AM
To: Jignesh Trivedi <jignesht@qti.qualcomm.com>; Nitin Sharma <nsh@qti.qualcomm.com>
Cc: AVKv8-support <AVKv8-support@arm.com>
Subject: [redacted]

WARNING: This email originated from outside of Qualcomm. Please be wary of any links or attachments, and do not enable macros.

Hi Jignesh, Nitin,

[redacted]

Please review the following and confirm if this looks good to you.
We will follow-up with formal sign-off documentation and send draft version for your review.

Regards,
Vivek

[redacted]

Regards,
Vivek
IMPORTANT NOTICE: The contents of this email and any attachments are confidential and may also be privileged. If you are not the intended recipient, please notify the sender immediately and do not disclose the contents to any other person, use it for any purpose, or store or copy the information in any medium. Thank you.

Exhibit 21

Qualcomm

Qualcomm Incorporated
5775 Morehouse Drive, San Diego, CA 92121
www.qualcomm.com

April 1, 2022

VIA ELECTRONIC MAIL

Spencer Collins
Interim General Counsel
Arm Limited
110 Fulbourn Road
Cambridge, CB1 9NJ, United Kingdom

Dear Spencer,

[redacted]

Best Regards,

Ann Chaplin
General Counsel and Corporate Secretary
Qualcomm Incorporated

CERTIFICATION

[redacted]

[redacted]

Gerard Williams III

April 1, 2022

Exhibit 22

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ARM LTD., a U.K. corporation,

Plaintiff,

vs.

QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporation, and NUVIA, INC., a Delaware corporation,

Defendants.

C.A. No. 22-1146-MN

CONTAINS HIGHLY CONFIDENTIAL TESTIMONY
AND SOURCE CODE
ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF GERARD WILLIAMS, III

SAN DIEGO, CALIFORNIA

FRIDAY, NOVEMBER 3, 2023

8:33 A.M.

Job No.: J10401726

Pages: 1 - 267

Reported by: Leslie A. Todd, CSR No. 5129 and RPR

A P P E A R A N C E S

ON BEHALF OF PLAINTIFF:

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JACOB BRALY, ESQUIRE
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jbraly@paulweiss.com

ALSO PRESENT:

KURT KJELLAN, Qualcomm in-house counsel
RENE SANCHEZ, Videographer

C O N T E N T S

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witness. And with me are Jacob Braly, also from Paul Weiss, and Kurt Kjellan from Qualcomm.

THE VIDEOGRAPHER: Thank you, Counsel.

Will the court reporter please swear in the witness.

WHEREUPON,

GERARD WILLIAMS, III,

having been duly sworn by the Certified Shorthand Reporter, was examined and testified as follows:

EXAMINATION

BY MR. JACOBS:

Q Good morning, Mr. Williams.

A Good morning.

Q Have you had your deposition taken before?

A I have, yes.

Q Was that in the Apple litigation?

A That was, yes, in the Apple litigation.

Q Any others?

A None that memory serves.

Q I've handed you your LinkedIn profile. I want to use it to talk to you a bit about your background.

You worked at Arm for 12 years; is

Q When you refer to that Nuvia CPU core, did that CPU core come to have a name?

A It eventually had a name that we attached called [redacted].

Q And so thinking about -- that would come to be after this negotiation, of course, right?

A What would come to --

Q [redacted]

A Yes. I see [redacted], yes.
Q Did you, in fact, receive those -- that documentation at Nuvia?
A I'd have to look at the downloads that were done. But these were the parts that -- that we could get access to.
Q In general, what did you do at Nuvia with the [redacted]
MS. NYARADY: Objection.
THE WITNESS: Is there a point in time?
BY MR. JACOBS:
Q Over the life of the company.
MS. NYARADY: Same objection.
THE WITNESS: So in the beginning, before the [redacted] was there, we -- we actually got the [redacted] from the internet.
BY MR. JACOBS:
Q What did you do with them?
A We used them as a reference.
Q Who actually made that download?
A It would have been a variety of people that would have made that download on the engineering team. It was a document that was

available in public domain, marked as non-confidential, but it was -- we downloaded that to -- to just use as reference. That was at the beginning of time.

Q And then after the ALA was entered, what did you -- how did you access the [redacted]?

A Some of it was actually still through the public domain. Most of it was through the public domain. The elements that you see in [redacted] for instance, [redacted] And -- and those came through download, because they are part of the verification infrastructure for the architecture needed for Arm's required sign-off.

Q When you say came through a download, what do you mean?

A Oh, sorry. There is a system called Arm Connect that Arm uses to transfer -- there's actually a variety of systems, but one example of these systems is Arm Connect, where Arm will upload into Arm Connect files for a particular company.

And the receiving company can

Q So following the acquisition, what happened to [redacted] following the closing of the acquisition?

MS. NYARADY: Objection.

THE WITNESS: The design of -- we continued development of that core.

BY MR. JACOBS:

Q When was the decision made to discontinue server -- enterprise server applications?

A The development of that -- that was much later in time.

Q So in the period -- in the months following the acquisition, you were still working on [redacted] for enterprise server uses?

A Yes.

Q Did you also launch a mobile development effort following the acquisition?

A There was a discussion within Qualcomm that would have been -- the first was a compute platform, actually, that we started discussions on.

Q What did you call it?

A [redacted].

Q Oh, [redacted].

extensions to this for the subsequent cores.

Q I see. So it's possible that the way this reference manual has evolved for the [redacted], it's like having a supplement to it that says, here are the changes?

A Correct.

Q Is that right?

A Yes.

MS. NYARADY: I'm going to mark the transcript highly confidential source code, attorneys' eyes only.

(Exhibit No. 37 was marked for identification.)

MS. NYARADY: And for the benefit of the court reporter, source code exhibits are not to be left behind. So Exhibit 36 is also going to be missing. I'm going to take that with me.

MR. JACOBS: Maybe just for the record, let's note that 36 is [redacted] to [redacted].

BY MR. JACOBS:

Q 37 is an e-mail thread on which you are copied from February 2022, [redacted]

Do you see that?

A Yes.

Q [redacted]

A [redacted]

Q Yes, or the subject line.

A Okay. [redacted]

Q [redacted]

A It actually used both of those elements, yes.

Q [redacted]?

MS. NYARADY: Objection.

THE WITNESS: With respect to Nuvia,

Qualcomm? With respect to who?

BY MR. JACOBS:

Q [redacted]

MS. NYARADY: Same objection.

THE WITNESS: [redacted]

BY MR. JACOBS:

Q [redacted]

A [redacted].

Q [redacted]

[redacted]

A No.

Q [redacted]

A [redacted]

A [redacted]

Q [redacted]

A I'll go back to why that language was put there again.

Q And I recall that testimony, so --

A Okay.

Q Did you discuss that position with anyone at Qualcomm before the acquisition closed?

A With Qualcomm?

A Yes.

Q What is going -- what is [redacted]

A Repeat that again?

Q [redacted]

A [redacted].

Q [redacted]

A I do.

Q [redacted]

MS. NYARADY: Objection.

BY MR. JACOBS:

Q [redacted]

[redacted]

A [redacted]

[redacted]

MR. JACOBS: Can we take a break?

MS. NYARADY: Sure.

THE VIDEOGRAPHER: Off the record at 3:54 p.m.

(Recess.)

THE VIDEOGRAPHER: On the record, 4:04 p.m.

BY MR. JACOBS:

Q I'd like to go back to Exhibit 34, your certification.

A Okay.

Q I have a few questions about your April 1st, 2022 certification.

The third sentence says, "Further,

CERTIFICATE OF CERTIFIED SHORTHAND REPORTER

The undersigned Certified Shorthand Reporter does hereby certify:

That the foregoing proceeding was taken before me remotely via Zoom videoconferencing at the time therein set forth, at which time the witness was duly sworn; That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed, said transcript being a true and correct copy of my shorthand notes thereof; That the dismantling of the original transcript will void the reporter's certificate.

In witness thereof, I have subscribed my name this date: November 8, 2023.

Leslie Todd

LESLIE A. TODD, CSR, RPR

Certificate No. 5129

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means, unless under the direct control and/or supervision of the certifying reporter.)

Exhibit 23

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARM LTD., Plaintiff, v. QUALCOMM INC., QUALCOMM TECHNOLOGIES, INC. and NUVIA, INC., Defendants.	)	C.A. No. 22-1146 (MN) **HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY**

DEFENDANTS' RESPONSES AND OBJECTIONS TO PLAINTIFF'S SECOND SET OF INTERROGATORIES

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, defendants Qualcomm Inc., Qualcomm Technologies, Inc, and Nuvia, Inc. (collectively "Qualcomm" or "Defendants") by and through their attorneys, hereby respond and object to Plaintiff ARM LTD.'s ("Plaintiff" or "ARM") Second Set of Interrogatories to Defendants dated September 20, 2023 as follows:

GENERAL OBJECTIONS

1. Defendants object to each Interrogatory to the extent that it seeks to impose greater or different obligations on Defendants than those provided for by the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the District of Delaware, any discovery orders entered into this case, any other applicable Court orders, or agreements reached by the parties.

2. Defendants object to each Interrogatory to the extent that it seeks documents, things, or information protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. Nothing contained in these Responses and Objections is intended to be, nor shall in any way be, construed as a waiver of any such privilege, immunity, or protection. Specific Objections on the grounds of privilege are provided for emphasis and clarity

SPECIFIC RESPONSES AND OBJECTIONS

INTERROGATORY NO. 14:

Describe all technical information, support, documentation, source code, files, and deliverables received by Nuvia from Arm under the Nuvia ALA ("Arm-Nuvia Deliverable") by identifying each Arm-Nuvia Deliverable and for each stating the production number(s) of any document(s) reflecting the Arm-Nuvia Deliverable, stating the date that the Arm-Nuvia Deliverable was received by Nuvia, and identifying all documents concerning, and the Nuvia and Qualcomm employees most knowledgeable about, the Arm-Nuvia Deliverable.

RESPONSE TO INTERROGATORY NO. 14:

Defendants incorporate their General Objections and Objections to Definitions and Instructions as if set forth in their entirety herein. Defendants object to Interrogatory No. 14 on the grounds that the terms "technical information," "support," "documentation," "source code," "files," "deliverables," and are vague and ambiguous. Defendants further object to the Interrogatory on the grounds that the term "Arm-Nuvia Deliverable" is vague and ambiguous, including to the extent that it describes information beyond "[redacted]" as defined in [redacted]. Defendants further object to the Interrogatory as irrelevant to the extent that it seeks information beyond "[redacted]" as defined in [redacted]. Defendants further object to the Interrogatory as overly broad and unduly burdensome to the extent it calls for the disclosure of information that is readily within the possession of Plaintiff, or that is more easily available to it. Defendants further object to the Interrogatory to the extent that it calls for the identification of NUVIA employees.

Subject to and without waiving the foregoing objections, [redacted]. While the NUVIA ALA was in force, NUVIA accessed certain information listed in Annex 1. [redacted]

[redacted]. [redacted] Pursuant to Rule 33(d), Defendants have produced documents related to information made available to NUVIA by ARM under the NUVIA ALA at the following Bates numbers: [redacted]. A small subset of these documents include information that was downloaded by NUVIA under the NUVIA ALA. Given that ARM tracks the export of its information, Plaintiff is able to identify such downloads (see Exhibit 10 to the deposition of Jignesh Trivedi).

Based on their investigation to date, Defendants identify the following individuals as the persons most likely to be knowledgeable about the facts relating to this answer:

- Jignesh Trivedi
- Pradeep Kanapathipillai

Defendants reserve the right to supplement or amend this response.

INTERROGATORY NO. 15:

State whether You contend that any Arm-Nuvia Deliverable (identified in response to Interrogatory No. 14) is not Arm Confidential Information under [redacted] and, if You so contend, then describe with particularity the factual and legal basis for that contention by, without limitation, identifying all facts supporting the contention and identifying all documents concerning, and the Nuvia and Qualcomm employees most knowledgeable about, those facts.

RESPONSE TO INTERROGATORY NO. 15:

Defendants incorporate their General Objections and Objections to Definitions and Instructions as if set forth in their entirety herein. Defendants object to the Interrogatory on the grounds that the term "Arm-Nuvia Deliverable" is vague and ambiguous, including to the extent

- Manu Gulati

Defendants reserve the right to supplement or amend this response.

INTERROGATORY NO. 17:

[redacted]

RESPONSE TO INTERROGATORY NO. 17:

[redacted]

[redacted]

- [redacted]

Defendants reserve the right to supplement or amend this response.

INTERROGATORY NO. 18:

[redacted]

RESPONSE TO INTERROGATORY NO. 18:

[redacted]

[redacted]

- [redacted]
- [redacted]

Defendants reserve the right to supplement or amend this response.

INTERROGATORY NO. 19:

[redacted]

RESPONSE TO INTERROGATORY NO. 19:

[redacted]

[redacted]

Defendants reserve the right to supplement or amend this response.

INTERROGATORY NO. 24:

[redacted]

RESPONSE TO INTERROGATORY NO. 24:

[redacted]

[redacted]

Defendants reserve the right to supplement or amend this response.

INTERROGATORY NO. 25:

[redacted]

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Jennifer Ying

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October 27, 2023

Exhibit 24

From: Sender Unspecified
To: Manu Gulati <>;Ziad Asghar <>
Sent:
Subject: (No Subject)
Attachments: rsmf.zip

Ziad Asghar
2022-01-19T19:50:28.0000000Z
[redacted]

Ziad Asghar
2022-01-19T19:50:32.0000000Z
does

Exhibit 25

REDACTED IN ITS ENTIRETY

Exhibit 26

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARM LTD., Plaintiff, v. QUALCOMM INC., QUALCOMM TECHNOLOGIES, INC. and NUVIA, INC., Defendants.	)	C.A. No. 22-1146 (MN) **HIGHLY CONFIDENTIAL**

DEFENDANTS' RESPONSES AND OBJECTIONS TO PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION (NOS. 1–30)

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure and the Local Civil Rules of this Court, Defendants Qualcomm Incorporated, Qualcomm Technologies, Inc. (collectively "Qualcomm"), and Nuvia, Inc. ("Nuvia") (collectively "Defendants") by and through their attorneys, hereby respond and object to ARM's ("Plaintiff") First Set of Requests for Admission (Nos. 1–30) ("Requests").

PRELIMINARY STATEMENT

The following responses are based solely on the information that is presently available and specifically known to Defendants, and are given without prejudice to Defendants' right to supplement with any subsequently discovered facts. Defendants reserve the right to supplement the following responses and to change any and all responses therein as additional facts are ascertained, analyses are made, and legal research is completed.

Defendants respond to the Requests on the basis of information available at the time the responsive information was gathered, within the limits of time, and subject to the objections described below. Defendants respond to the Requests as they interpret and understand each Request set forth herein. If Plaintiff subsequently asserts an interpretation of any of the Requests

REQUEST FOR ADMISSION NO. 5:

Arm did not consent to Nuvia's assignment of the Nuvia ALA to Qualcomm before Nuvia assigned the Nuvia ALA to Qualcomm.

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Defendants incorporate each of the General Objections as if they were stated in full. Defendants object to the terms "consent," "assignment," and "assigned" as vague and ambiguous. Defendants further object to this Request as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that was articulated in the Answer and Amended Counterclaim. Defendants further object to this Request to the extent that the information sought is subject to the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege or doctrine that makes such information non-discoverable. Defendants further object to this Request on the grounds that it improperly calls for a legal conclusion. Defendants further object to this Request to the extent that it contains express or implied assumptions of fact or law with respect to matters at issue in this case. Defendants object to this Request to the extent it calls for information not within Defendants' possession, custody, or control, but within the possession, custody, or control of ARM or otherwise equally available to ARM.

Subject to and without waiver of any of their objections, Defendants admit that by a letter dated March 2, 2021, ARM refused to consent to the transfer of the Nuvia ALA to Qualcomm. Defendants otherwise deny this Request.

REQUEST FOR ADMISSION NO. 6:

Arm consented to Nuvia's assignment of the Nuvia ALA to Qualcomm before Nuvia assigned the Nuvia ALA to Qualcomm.

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Defendants incorporate each of the General Objections as if they were stated in full. Defendants object to the terms "consented," "assignment," and "assigned" as vague and

REQUEST FOR ADMISSION NO. 25:

Nuvia did not object to Arm's termination of the Nuvia ALA.

RESPONSE TO REQUEST FOR ADMISSION NO. 25:

Defendants incorporate each of the General Objections as if they were stated in full. Defendants object to the terms "object" and "termination" as vague and ambiguous. Defendants further object to this Request as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that was articulated in the Answer and Amended Counterclaim. Defendants further object to this Request to the extent that the information sought is subject to the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege or doctrine that makes such information non-discoverable. Defendants further object to this Request on the grounds that it improperly calls for a legal conclusion. Defendants further object to this Request to the extent that it contains express or implied assumptions of fact or law with respect to matters at issue in this case. Defendants further object to this Request to the extent that it prematurely seeks information that will be the subject of expert discovery.

Subject to and without waiver of any of their objections, Defendants admit that they did not communicate any objection to ARM when it terminated the Nuvia ALA and Defendants admit that Nuvia provided the April 1, 2022 certification in response to ARM's termination of the Nuvia ALA, but denies that ARM had the contractual right to terminate the agreement.

REQUEST FOR ADMISSION NO. 26:

Nuvia objected to Arm's termination of the Nuvia ALA.

RESPONSE TO REQUEST FOR ADMISSION NO. 26:

Defendants incorporate each of the General Objections as if they were stated in full. Defendants object to the terms "objected" and "termination" as vague and ambiguous. Defendants further object to this Request as overly broad and unduly burdensome to the extent that it calls for

the disclosure of information that was articulated in the Answer and Amended Counterclaim. Defendants further object to this Request to the extent that the information sought is subject to the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege or doctrine that makes such information non-discoverable. Defendants further object to this Request on the grounds that it improperly calls for a legal conclusion. Defendants further object to this Request to the extent that it contains express or implied assumptions of fact or law with respect to matters at issue in this case. Defendants further object to this Request to the extent that it prematurely seeks information that will be the subject of expert discovery.

Subject to and without waiver of any of their objections, Defendants admit that they did not communicate any objection to ARM when it terminated the Nuvia ALA and Defendants admit that Nuvia provided the April 1, 2022 certification in response to ARM's termination of the Nuvia ALA, but denies that ARM had the contractual right to terminate the agreement.

REQUEST FOR ADMISSION NO. 27:

Nuvia notified Arm about Qualcomm's potential acquisition of Nuvia before Qualcomm acquired Nuvia.

RESPONSE TO REQUEST FOR ADMISSION NO. 27:

Defendants incorporate each of the General Objections as if they were stated in full. Defendants object to the terms "notified" and "potential acquisition" as vague and ambiguous. Defendants further object to this Request as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that was articulated in the Answer and Amended Counterclaim. Defendants further object to this Request to the extent that the information sought is subject to the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege or doctrine that makes such information non-discoverable. Defendants further object to this Request on the grounds that it improperly calls for a legal conclusion. Defendants

RESPONSE TO REQUEST FOR ADMISSION NO. 29:

Defendants incorporate each of the General Objections as if they were stated in full.

Subject to and without waiver of any of their objections, Defendants decline to respond to this Request as premature under the Scheduling Order (D.I. § 7(c)), but are willing to meet and confer with ARM. Defendants otherwise deny this Request.

REQUEST FOR ADMISSION NO. 30:

Documents produced by Defendants in this Litigation are originals, within the meaning of Rule 1002, or duplicates satisfying the requirements of Rule 1003, 1004, or 1005 of the Federal Rules of Evidence.

RESPONSE TO REQUEST FOR ADMISSION NO. 30:

Defendants incorporate each of the General Objections as if they were stated in full.

Subject to and without waiver of any of their objections, Defendants decline to respond to this Request as premature under the Scheduling Order (D.I. § 7(c)), but are willing to meet and confer with ARM. Defendants otherwise deny this Request.

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/s/ Jennifer Ying

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October 20, 2023

Exhibit 27

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ARM LTD., a U.K. corporation,

Plaintiff,

vs.

QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporation, and NUVIA, INC., a Delaware corporation,

Defendants.

Case No. 22-1146-MN

C O N F I D E N T I A L

ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF QUALCOMM 30(b)(6)

designee ZIAD ASGHAR

Deposition taken on:
Wednesday, November 8, 2023, 8:39 a.m.

12531 High Bluff Drive, Suite 100
San Diego, California

Reported By: Kimberly Reichert, CSR 10986
Job No. J10465669

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Also Present: Rene Sanchez, Videographer

I N D E X

DEPONENT	EXAMINED BY	PAGE
ZIAD ASGHAR	MR. MUINO	9

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ZIAD ASGHAR,

deponent, was sworn and examined

and testified as follows:

THE REPORTER: Mr. Asghar, will you raise your right hand for me, please. Do you solemnly state that the evidence you shall give in this matter now pending shall be the truth, the whole truth and nothing but the truth so help you God?

THE WITNESS: I do.

EXAMINATION

BY MR. MUINO:

Q Good morning, Mr. Asghar.

A Good morning.

Q Could you please state your name for the record?

A Ziad Asghar.

Q What is your current address?

A [redacted]

Q Are you currently employed by Qualcomm?

A I am.

Q And what is your current position at Qualcomm?

BY MR. MUINO:

Q Why were you asking for Arm's consent to this [redacted]

A Same reason that I just mentioned. We wanted to have a smooth acquisition of Nuvia such that we could progress to be able to make the best competitive products.

Q [redacted]

MR. BRALY: Objection; mischaracterizes testimony.

THE WITNESS: No. Like I said, the intent here was to have a smooth acquisition such that we could move forward quickly to make the best products from my perspective.

BY MR. MUINO:

Q All right. That didn't answer my question. Let me ask it once more. [redacted]

MR. BRALY: Objection; asked and answered, mischaracterizes testimony.

THE WITNESS: I think I already addressed that

before. We are quite clear in the document, in this and prior to, that Qualcomm ALA takes precedence, and this was a way to make sure that essentially we can close the acquisition quickly.

BY MR. MUINO:

Q Did Arm provide the consent that you were requesting here?

A I'm not aware.

Q You're not aware whether they did or not?

A Yes, I don't think they did.

Q You don't think that Arm consented?

A At least in none of the letters that we have gotten from Arm, we have not gotten that.

MR. MUINO: I'm going to mark as Exhibit 22 --

MR. BRALY: Twenty-three. The Nuvia ALA was 22.

MR. MUINO: This is Exhibit 23, which is a document with the [redacted].

(Plaintiff's Exhibit 23 was marked for identification by the deposition officer and is attached hereto.)

BY MR. MUINO:

Q Mr. Asghar, do you recognize this as a letter from you to Mr. Williamson dated March 14, 2021?

C E R T I F I C A T E

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, KIMBERLY C. REICHERT, holder of Certificate Number CSR 10986, issued by the Court Reporters Board of California, do hereby certify that I was authorized to and did report said remote teleconference deposition in stenotype; and that the foregoing pages are a true and correct transcription of my shorthand notes of said remote teleconference deposition.

I further certify that said remote teleconference deposition was taken at the time and place hereinabove set forth and that the taking of said remote teleconference deposition was commenced and completed as hereinabove set out.

I further certify that I am not attorney or counsel of any of the parties, nor am I a relative or employee of any attorney or counsel of any party connected with the action, nor am I financially interested in the action.

The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or direction

of the certifying reporter.

Dated this date: November 21, 2023.

Kim Reichert

KIMBERLY C. REICHERT, CSR No. 10986

Exhibit 28

From: Ziad Asghar </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F80965C73CBC45719B2B9AA1BF753456-ZASGHAR>
To: Will Abbey; Paul Williamson
CC: RK Chunduru
Sent: 3/25/2021 11:39:52 PM
Subject: Arm Discussion

Dear Paul and Will,

[redacted]

Kind regards,

Ziad

Exhibit 29

REDACTED IN ITS ENTIRETY

Exhibit 30

REDACTED IN ITS ENTIRETY

Exhibit 31

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*NOT ADMITTED TO THE DC BAR

August 15, 2023

By Email

Scott F. Llewellyn
Morrison & Foerster LLP
4200 Republic Plaza
370 Seventeenth Street
Denver, CO 80202

Re: *Arm Ltd.* v. *Qualcomm Inc. et al.*
C.A. No. 22-1146-MN

Confidential

Counsel:

We write in response to your letter dated August 9, 2023 regarding Qualcomm's proposal to [redacted].

We disagree with ARM's position that Qualcomm's proposal is burdensome or not justified, as further explained below. However, Qualcomm is willing

to meet and confer to address any questions that Plaintiffs may have at a time convenient for Plaintiffs. In the meantime, [redacted] Please provide us with the names and email addresses of the individuals that will require access so that we can promptly provide them access to the workspace.

* * *

As an initial matter, we disagree that Qualcomm's inspection proposal meaningfully inhibits ARM's ability to review and analyze these documents. To the contrary, Qualcomm's proposed inspection process will allow ARM's attorneys to remotely access the Relativity workspace from any location at any time, run searches, and review the entire set of quarantined emails and non-email documents. These are the same capabilities ARM would have to review documents on its own review platform. Although downloading and printing will be restricted, ARM may identify a reasonable number of documents that it requests Qualcomm to copy and produce using a tagging functionality that is provided in the Relativity workspace.[1] In short, any burden to ARM is greatly overstated.

To address ARM's concern about work product, Qualcomm agrees and represents that no one at Qualcomm or its outside counsel will have access to the restricted workspace, and no one at or affiliated with Qualcomm will monitor ARM's work product or activity within the Relativity workspace.[2] This is no different than the arrangement by which ARM will inspect Qualcomm's source code via virtual machines at ProSearch's Los Angeles facilities, with Qualcomm's agreement that it will not monitor ARM's work product or activity.

Qualcomm's inspection proposal is reasonable and proportionate given the volume and nature of the documents, the minimal limitations on ARM, [redacted] The burden and expense for Qualcomm to conduct a document-by-document review and produce copies of all quarantined documents would be significant. Qualcomm has estimated that [redacted] A full review would be needed because, although the documents may be responsive by virtue of

[1] Assuming copy requests are made in good faith and in compliance with Paragraph 1(c) of the ESI Order, Qualcomm will review these materials for privilege and confidentiality and produce copies of identified materials to ARM, at which point ARM would be able to load the documents into its own review platform the same as any other production.

[2] Similarly, Qualcomm asks ARM to agree and represent that it will not take screenshots, photos, or images of the documents Qualcomm makes available for inspection in the restricted Relativity workspace.

having been quarantined, the content of each document would need to be evaluated for privilege and confidentiality and treated accordingly. This would include, for example, redaction of privileged materials and source code, both of which Qualcomm has identified in the quarantine set based on limited searches. Moreover, given the nature of the quarantined population, a significant number of the documents are likely ARM's own documents or contain ARM's own information, which ARM presumably already has in its possession, and serve only to demonstrate Qualcomm's quarantine of the materials.

Courts have discretion to impose limitations on discovery by considering whether the requested discovery is proportionate to the needs of the case based on, among other factors, the burden on the producing party relative to the likely benefit of the discovery. Fed. R. Civ. P. 26(b)(1). Courts have denied or restricted discovery even where the producing party has not, as Qualcomm has, offered to produce the documents by making them available for inspection. *See, e.g.*, *Olsen v. J.W. Didado Elec., LLC*, No. CV 18-292, 2019 WL 13096572, at *1–2 (W.D. Pa. Mar. 8, 2019) (granting motion for protective order in part where discovery requests sought "information that is not vital to resolving the issues in this case and/or place a disproportional burden and expense upon Defendant.").

The production of nearly [redacted]. Outside of the quarantine population, Qualcomm expects to produce approximately [redacted] by the parties' August 18, 2023 substantial completion deadline.[3] The comparative size and burden is even more starkly exemplified because these quarantine materials are not limited by the parties' agreed-upon custodian list. [redacted] Thus, the quarantine materials are significantly broader in scope than all of Qualcomm's other discovery combined. ARM has not offered any suggestions for reasonably narrowing the quarantine set, although the parties are required under the ESI Order to use proportional efforts to identify appropriate limits to discovery and reasonably target their discovery requests. *See* ESI Order at ¶ 1(c).

Qualcomm is open to discussing reasonable alternatives to address ARM's concerns, including, for example, producing the quarantine data in a report format under ¶ 2(g) of the ESI Order governing the production of databases, given that the vast majority of the quarantine materials were identified in a central location (akin to information stored in a database).

[3] By comparison, as of the date of this letter, Arm has produced only approximately 14,000 documents amounting to approximately 121,000 pages.

* * *

Qualcomm reserves all rights.

Best regards,

/s/ Melissa Felder Zappala

Melissa Felder Zappala

cc: Erik J. Olson
Anne Shea Gaza
Samantha G. Wilson

Exhibit 32

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ARM LTD., a U.K. corporation, Plaintiff, v. QUALCOMM, INC., a Delaware corporation, et al., Defendants.	Case No.: C.A. No. 22-1146-MN

VIDEOTAPED DEPOSITION OF JIGNESH TRIVEDI

HIGHLY CONFIDENTIAL SOURCE CODE

ATTORNEYS' EYES ONLY

October 25, 2023

9:00 a.m.

REPORTED BY:

Tammy Moon, CSR No. 13184, RDR, CRR

APPEARANCES:

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ALSO PRESENT: KEVIN MCMAHON, THE VIDEOGRAPHER

INDEX TO EXAMINATION

JIGNESH TRIVEDI

Wednesday, October 25, 2023

Tammy Moon CSR No. 13184, RPR, CRR

WITNESS: JIGNESH TRIVEDI

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MR. MUINO	7

JIGNESH TRIVEDI,

called as a witness, having been duly sworn, testified as follows:

THE WITNESS: I do.

EXAMINATION BY MR. MUINO

MR. MUINO:

Q. Good morning, Mr. Trivedi.

A. Good morning.

Q. Can you please state your name for the record.

A. My name is Jignesh K. Trivedi.

Q. And what is your current address?

[redacted]

Q. The street name, can you say that again.

[redacted]

Q. Can you spell that.

[redacted]

(Reporter clarification.)

(Reporter admonition.)

Q. Thank you. Are you currently employed by Qualcomm?

A. That's correct. I'm employed by Qualcomm.

Q. And what is your current position at

A. I reported to Nitin Sharma.
Q. Do you know who Mr. Sharma reported to?
A. Nitin Sharma reported to Gerard Williams.
Q. Did anyone report to you?
MR. BRALY: Objection.
THE WITNESS: Actually, I think -- sorry. Objection. The last thing, I take back. Nitin probably reported to Manu.
MR. MUINO:
Q. And during your time at NuVia, did anyone report to you?
A. Not as a managerial report.
Q. Now, at the time that you joined NuVia in June of 2020, was the company already developing some products?
MR. BRALY: Objection.
THE WITNESS: The company was working on an ARM-based design, yes.
MR. MUINO:
Q. And what -- which products was it working on at that time?
A. [redacted]
Q. [redacted]
A. [redacted]
Q. [redacted]

processing element at a CPU level yet. It was in the early stages of design, very early stages of design.

Q. So can you explain what you mean. Why wouldn't you call it a processing element?

A. Basically, you cannot put together all the functional blocks to create a PE out of it.

Q. At that point in time in 2020?

A. Correct. Very early stages of design, yes.

Q. And how -- what's the basis of your knowledge or understanding about that?

A. I had just joined in June, and we were bringing up the first basic tests. So that's -- that's my way of knowledge for that.

Q. [redacted]

A. [redacted]

Q. [redacted]

A. [redacted]

[redacted]

A. So for learning more about the ARM architecture, there's a public version of the v8 ARM spec that helps a person understand the ARM architecture. So that would be the first place a person would start.

Q. So you had access to the Version 8 specification of the ARM architecture, correct?

A. That's correct. That's -- it's a publicly published ARMv8 spec.

Q. And as part of your job at NuVia in 2020, you would have consulted that ARM Version 8 architecture specification?

A. Yes.

Q. And then did you compare that to the [redacted] core in some way?

A. That is a specification. I did not directly compare that -- the set of tests are helping us verify a behavior.

Q. The tests, then, under the ACK help you to verify the behaviors that are specified in the ARM specification?

A. I wouldn't put it that way. The set of tests that the ACK provides is a small architecture -- a small set of the architecture that

[redacted]

Q. [redacted]

[redacted]

A. I[redacted]

[redacted]

Q. [redacted]

[redacted]

A. [redacted]

Q. [redacted]

[redacted]

A. [redacted]

[redacted]

Q. But some of it was there by --

(Reporter clarification.)

(Reporter admonition.)

Q. [redacted]

[redacted]

A. Some.

MR. BRALY: Objection.

MR. MUINO: Okay. I'm going to mark as Exhibit 5 a document with the [redacted].

(Exhibit 5 was marked for identification.)

Q. Mr. Trivedi, this appears to be an email

A. [redacted]

Q. [redacted]

A. [redacted]

[redacted]

MR. BRALY: Objection.

THE WITNESS: Could you rephrase the question or be more precise, please.

MR. MUINO:

Q. [redacted]

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

I, TAMMY MOON, CSR No. 13184, Certified Shorthand Reporter, do hereby certify:

That prior to being examined, the witness in the foregoing proceedings was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That said proceedings were taken by me in shorthand and thereafter transcribed into typewriting under my direction and supervision;

That I am neither counsel for, nor related to, any party to said proceedings, nor in any way interested in the outcome thereof.

I further certify that I am not a party to any stipulation, if made, that would waive my duties mandated by the Court Reporters Board of California.

In witness whereof, I have hereunto subscribed my name.

Dated: 3rd of November, 2023

Tammy Moon, CSR No. 13184, RDR, CRR

Exhibit 33

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

---o0o---

ARM LTD., a U.K. corporation, Plaintiff, vs. QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporatio, and NUVIA, INC., a Delaware corporation, Defendants.	)	Case No. 22-1146-MN

---o0o---

FRIDAY, OCTOBER 20, 2023

DEPOSITION OF RAMAKRISHNA CHUNDURU

HIGHLY CONFIDENTIAL, ATTORNEYS' EYES ONLY

---o0o---

REPORTER: BALINDA DUNLAP, CSR 10710, RPR, CRR, RMR

A P P E A R A N C E S

---o0o---

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ALSO PRESENT:

Kiego Painter, Esquire
Kurt Kjelland, Qualcomm

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---o0o---

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Ex. 2	Email Correspondence, First Email From Rajiv Gupta to RK Chunduru Dated July 13, 2019, [redacted]	22
Ex. 3	Email Correspondence, First Email From RK Chunduru to Travis Lanier, Keith Kressin and Rajiv Gupta Dated September 9, 2019, [redacted]	27
Ex. 4	Email Correspondence, First Email From RK Chunduru to Quinn Li, Steve Mollenkopf, Cristiano Amon, Jim Thompson and Akash Palkhiwala Dated June 19, 2020, B[redacted]	31
Ex. 5	Summary Chart, [redacted]	
Ex. 6	Email from RK Chunduru to Ziad Asghar Dated June 14, 2020, [redacted]	46

MR. KAMBER: Matthias Kamber, Paul Hastings, on behalf of the witness.

MS. NYARADY: Catherine Nyarady from Paul Weiss for the defendants, and I am joined by Alex Butwin from -- also from Paul Weiss, and Kurt Kjelland from Qualcomm.

THE VIDEOGRAPHER: Okay. Will the court reporter please swear in the witness.

RAMAKRISHNA CHUNDURU

called as a witness by the Plaintiff, having been sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

MR. LLEWELLYN: Preliminary matter. Counsel have discussed and agreed that an objection by one set of counsel will be adopted by or applied to the other set of counsel regardless of who raises it. Is that --

MR. KAMBER: Yes. Thank you. Agreed.

MS. NYARADY: Agreed. Thank you.

EXAMINATION BY MR. LLEWELLYN

Q. Can you please state your name for the record.

A. It's RK Chunduru.

Q. As I understand it, you go by RK?

[redacted]

A. [redacted]

[redacted]

A. [redacted]

[redacted]

[redacted]

is a true record of the testimony given. (Civ. Proc. § 2025.540(a))

I have not, and shall not, offer or provide any services or products to any party's attorney or third party who is financing all or part of the action without first offering same to all parties or their attorneys attending the deposition and making same available at the same time to all parties or their attorneys. (Civ. Proc. § 2025.320(b))

I shall not provide any service or product consisting of the deposition officer's notations or comments regarding the demeanor of any witness, attorney, or party present at the deposition to any party or any party's attorney or third party who is financing all or part of the action, nor shall I collect any personal identifying information about the witness as a service or product to be provided to any party or third party who is financing all or part of the action. (Civ. Proc. § 2025.320(c))

Dated: 10/30/2023

BALINDA DUNLAP, CSR #10710

Exhibit 34

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ARM LTD., A U.K. CORPORATION,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	C.A. NO. 22-1146-MN
	)	
QUALCOMM INC., a Delaware corporation; QUALCOMM TECHNOLOGIES, INC., a Delaware corporation; and NUVIA, INC., a Delaware corporation,	)	
	)	
Defendants.	)	

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF

PRADEEP KANAPATHIPILLAI

PALO ALTO, CALIFORNIA

FRIDAY, DECEMBER 1, 2023

Reported in Stenotype by:
Cody R. Knacke, RPR, CSR No. 13691
Job No.: J10603607

VIDEOTAPED DEPOSITION OF

PRADEEP KANAPATHIPILLAI, taken before Cody R. Knacke, RPR, CSR No. 13691, a Certified Shorthand Reporter for the State of California, commencing on Friday, December 1, 2023, at 9:06 a.m., at 755 Page Mill Road, Palo Alto, California.

APPEARANCES OF COUNSEL:

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Also Present:

Ruslan Gurzhiy, Videographer
Kurt Kjelland, Esq., Qualcomm Inc.

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(Exhibits 2, 3, and 8 retained by counsel.)

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Exhibit 1	LinkedIn profile of Pradeep Kanapathipillai	12
Exhibit 2	[redacted] CPU ISA Reference Manual - Contains Confidential Source Code (Retained by Counsel)	24
Exhibit 3	Slide presentation presented to Qualcomm - Contains Confidential Source Code (Retained by Counsel)	26
Exhibit 4	E-mail correspondence dated 1/14/2020, [redacted]	33
Exhibit 5	E-mail correspondence dated 4/29/2020, [redacted]	36
Exhibit 6	E-mail correspondence dated 6/16/2020, [redacted]	44

Qualcomm.

EXAMINATION

BY MR. FUNG:

Q. Good morning, sir.

A. Good morning.

Q. Could you please state your name for the record?

A. Pradeep Kanapathipillai.

MR. FUNG: Oh, sorry. Please swear in the witness.

PRADEEP KANAPATHIPILLAI,

called as a witness, having been first duly sworn, testified as follows:

EXAMINATION

BY MR. FUNG:

Q. My apologies for that.

Are you currently employed by Qualcomm?

A. Yes, I am.

Q. What is your current position?

A. My title is senior director of engineering in the CPU organization.

Q. Have you had your deposition taken before?

A. No.

Q. Have you ever testified in court?

A. No.

A. Yes. It does.

Q. Great.

[redacted]

Q. When you joined NUVIA, it says here in June 2019, what were your responsibilities when you joined?

A. [redacted]

[redacted]

Q. Did your responsibilities change during your time at NUVIA?

A. Not at the time of NUVIA.

Q. Did you work with ARM while you were at NUVIA?

A. No, I did not work with ARM except to attend some ARM TAB meetings.

Q. What are ARM TAB meetings?

A. ARM TAB meetings are the ARM technical advisory board meetings that ARM holds every year -- I believe in the month of February every year, where all ARM architecture partners are invited. And it's a technical discussion on things that is presented by ARM.

Q. NUVIA, at some point, was acquired by Qualcomm; is that true?

A. Yes.

Q. When did Qualcomm acquire NUVIA?

A. March of 2021.

Q. When Qualcomm acquired NUVIA, did your job responsibilities change?

A. Not at the time of acquisition, but since then it has changed.

MS. NYARADY: Objection.

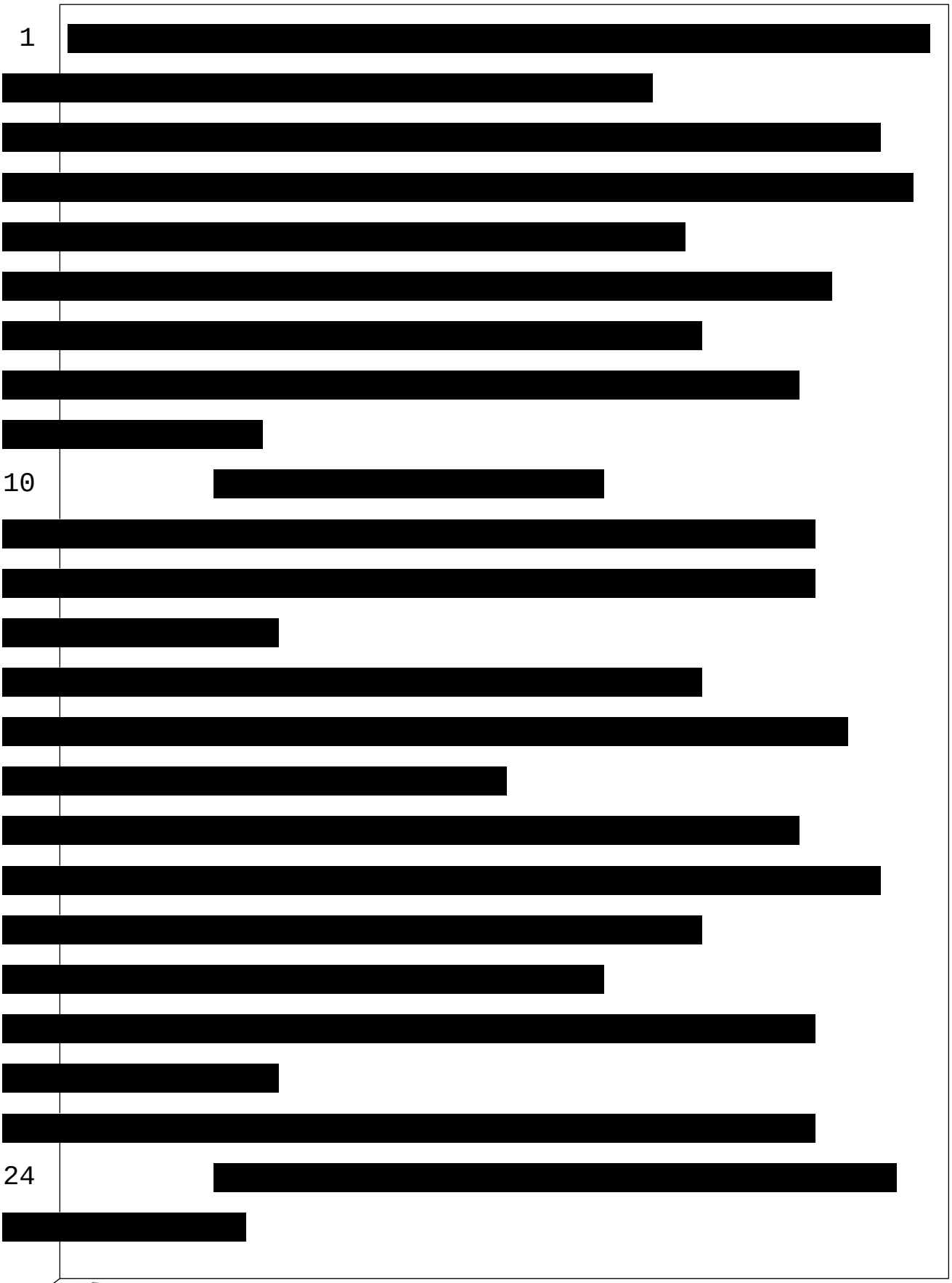
THE WITNESS: CPU is a central processing unit.

BY MR. FUNG:

Q. [redacted]

A. [redacted]

Q. [redacted]



COUNTY OF LOS ANGELES,)
)
STATE OF CALIFORNIA,)

I, Cody R. Knacke, Registered Professional Reporter, Certified Shorthand Reporter in and for the State of California, License No. 13691, hereby certify that the deponent was by me first duly sworn and the foregoing testimony was reported by me and was thereafter transcribed with computer-aided transcription; that the foregoing is a full, complete, and true record of said proceedings.

I further certify that I am not of counsel or attorney for either or any of the parties in the foregoing proceedings and caption named or in any way interested in the outcome of the cause in said caption.

The dismantling, unsealing, or unbinding of the original transcript will render the reporter's certificate null and void.

In witness whereof, I have hereunto set my hand this day: December 4, 2023.

CODY R. KNACKE, RPR, CSR No. 13691

Exhibit 35

REDACTED IN ITS ENTIRETY

Exhibit 36

REDACTED IN ITS ENTIRETY

Exhibit 37

REDACTED IN ITS ENTIRETY

Exhibit 38

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARM LTD., Plaintiff, v. QUALCOMM INC., QUALCOMM TECHNOLOGIES, INC. and NUVIA, INC., Defendants.	)	C.A. No. 22-1146 (MN) **HIGHLY CONFIDENTIAL**

DEFENDANTS' RESPONSES AND OBJECTIONS TO
PLAINTIFF'S THIRD SET OF INTERROGATORIES (NOS. 26–29)

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, defendants Qualcomm Inc., Qualcomm Technologies, Inc, and Nuvia, Inc. (collectively "Qualcomm" or "Defendants") by and through their attorneys, hereby respond and object to Plaintiff ARM LTD.'s ("Plaintiff" or "ARM") Interrogatories to Defendants dated April 16, 2024 as follows:

GENERAL OBJECTIONS

1. Defendants object to each Interrogatory to the extent that it seeks to impose greater or different obligations on Defendants than those provided for by the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the District of Delaware, any discovery orders entered into this case, any other applicable Court orders, or agreements reached by the parties.

2. Defendants object to each Interrogatory to the extent that it seeks documents, things, or information protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. Nothing contained in these Responses and Objections is intended to be, nor shall in any way be, construed as a waiver of any such privilege, immunity, or protection. Specific Objections on the grounds of privilege are provided for emphasis and clarity

only, and the absence of a Specific Objection is neither intended, nor should be interpreted, as evidence that Defendants do not object to an Interrogatory on the basis of an applicable privilege, immunity, or protection. Any disclosure of any such privileged or protected material in responses to any Interrogatory is inadvertent and not intended to waive those privileges and protections.

3. Defendants object to the Interrogatories to the extent they seek documents and things that Defendants have a legal or contractual obligation not to disclose. Defendants will not provide such documents or things without either the consent of the relevant third party or an order compelling the production thereof, or without providing the relevant third party an opportunity to object to the production.

4. Defendants object to each Interrogatory to the extent that it purports, or may be construed, to call for the production or identification of "any," "all," "each," or "every" document or thing pertaining to a specific subject, on the ground that such language is overbroad and unduly burdensome. As used herein, the term overbroad includes Interrogatories that, so characterized, seek, at least in part, documents or information irrelevant in scope, subject matter or time period to this lawsuit or to the particular matters at issue in this lawsuit. To the extent that a search is required, Defendants will perform a reasonable, targeted search designed to reasonably and proportionately identify relevant documents, to the extent any exist.

5. Defendants object to the Interrogatories to the extent that they call for discovery that is unreasonable or not proportional under the circumstances.

6. Defendants object to the Interrogatories to the extent that they purport to require Defendants to create, generate, compile, or develop documents not kept, or in a form not kept, in the ordinary course of Defendants' businesses.

7. Defendants object to the Interrogatories to the extent that they are not reasonably limited in time. Defendants will agree to provide information or documents in response to these Interrogatories dating from January 1, 2019 to March 1, 2022, unless otherwise specified.

8. Defendants object to the Interrogatories and each and every instruction and definition therein to the extent that any Interrogatory: (a) seeks the production of documents or disclosure of information not relevant to this litigation, nor reasonably calculated to lead to the discovery of admissible evidence; (b) is overly broad, unduly burdensome, harassing, oppressive, or duplicative; (c) is vague or ambiguous; (d) calls for the disclosure of information not within Defendants' possession, knowledge, custody, care, or control; (e) calls for the disclosure of information already in Plaintiff's possession, knowledge, custody, care, or control; or (f) calls for the production of documents or disclosure of information readily available to Plaintiff from public or third-party sources.

9. Defendants' election to respond to an Interrogatory, notwithstanding the objectionable nature of the Interrogatory, is not: (a) an acceptance of, or agreement with, any of the characterizations or purported descriptions of any facts, circumstances, events, or legal conclusions contained in the Interrogatories; (b) a concession or admission that the materials are relevant to this case or would be admissible at trial; (c) a waiver of the General Objections or the objections asserted in response to that specific Interrogatory; (d) an admission that any such documents or things exist; (e) an agreement that requests for similar information or documents will be treated in a similar manner; or (f) an acceptance of, or agreement with, any of the definitions in the Interrogatories, to the extent that the definition or meaning of any defined term is at issue in this case.

10. Defendants' investigation of the facts in this proceeding and review of the relevant documents is ongoing. Accordingly, the objections and responses herein are based on present knowledge, information, and belief. Defendants reserve the right to modify, supplement, or amend any response and objection, if necessary or appropriate, in any way and at any time. Defendants further reserve the right to object, at any hearing and any other proceeding in this litigation, to the use or admissibility into evidence of: (a) any documents produced in response to the interrogatories; (b) any of the information contained in any such document; or (c) any other information provided in response to any interrogatory.

11. In the event that Defendants produce a document in response to these Interrogatories that is privileged, protected under Federal Rule of Evidence 502, or otherwise immune from disclosure, it will have been produced through inadvertence and shall not constitute a waiver of any privilege or immunity applicable (a) to that or any other document or (b) to communications concerning the subject matter of that or any other document.

12. Defendants object to the Interrogatories to the extent that they assume disputed facts or legal conclusions in defining the documents requested. Defendants hereby deny any such disputed facts or legal conclusions. Any documents or information produced by Defendants in response to the Interrogatories are without prejudice to this objection.

13. Defendants object to the terms "CMN and related products" and "CMN or related products" as vague and ambiguous, and interpret each term to mean "versions of CMN." Defendants apply this interpretation when referring to "CMN and related products" or "CMN or related products" in the responses set forth below.

14. Defendants object to the terms [redacted] and any other terms defined in the NUVIA TLA, NUVIA ALA, or any annex thereto, and interpret each term consistent with their ordinary meaning.

15. Defendants' General Objections apply to each and every Interrogatory and are incorporated by reference into each of the responses set forth below, which responses are made without waiver of, and subject to, these General Objections.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

1. Defendants object to the "Definitions" to the extent that they attempt to define words beyond or inconsistent with their ordinary meaning.[1]

2. Defendants object to the definition of "Arm" or "Plaintiff" as vague and ambiguous to the extent the scope of "related corporate entities" is unclear.

3. Defendants object to the definition of "Qualcomm" as vague, ambiguous, overly broad, and unduly burdensome to the extent it is defined to include not only Qualcomm Incorporated and Qualcomm Technologies, Inc., but also persons or entities that are separate and distinct from Qualcomm Incorporated and Qualcomm Technologies, Inc., and over whom Defendants exercise no control, such as but not limited to affiliates, consultants, independent contractors, experts, investigators, licensees, licensors, or collaborators.

4. Defendants object to the definition of "Nuvia" as vague, ambiguous, overly broad, and unduly burdensome to the extent it is defined to include not only Nuvia, Inc., but also persons

[1] To the extent not defined here, the definitions used by Defendants in the responses below are consistent with the definitions contained in Defendants' Answer and Defenses to Plaintiff's Complaint and Jury Demand and Defendants' Second Amended Counterclaims (D.I. 300) (the "Answer and Second Amended Counterclaims").

or entities that are separate and distinct from Nuvia, Inc., and over whom Defendants exercise no control.

5. Defendants object to the definitions of "You," "Your," and "Defendants" as vague, ambiguous, overly broad, and unduly burdensome to the extent they seek information relating to persons or entities that are separate and distinct from Qualcomm Incorporated, Qualcomm Technologies, Inc. and Nuvia, Inc. and over whom Defendants exercise no control. In responding to these Interrogatories, Defendants interpret the terms "You," "Your," and "Defendants" to refer only to the named parties in this action. Defendants also object to the definitions of "You," "Your," and "Defendants" to the extent they purport to impose obligations on Defendants beyond what is required by the Rules. Defendants will interpret the definition of "You," "Your," and "Defendants" to impose no discovery obligation on any person or entity that is not a party to this litigation.

6. Defendants object to the definition of "ALA" as vague, ambiguous, and overbroad because it is not clear which agreement(s) "an Architecture License Agreement with Arm" refers to. Defendants will interpret "ALA" to mean the Amended and Restated Architecture License Agreement No. [redacted] dated May 30, 2013, and amendments and annexes thereto, with respect to Qualcomm; and the Architecture License Agreement No. [redacted] dated September 27, 2019, and amendments and annexes thereto, with respect to Nuvia.

7. Defendants object to the definition of [redacted] as vague, ambiguous, argumentative, and overly broad.

8. Defendants object to the definition of "Nuvia Technology" as vague, ambiguous, overbroad, and unduly burdensome because the terms "developed," "implemented," "improved," "designed," "aspect," "part," "portion," "component," "deliverables," "materials," "technology," "support," "processor core," "processor core technology," "custom CPU," "based on ARM

licenses," "under," and "under the Nuvia ALA" are vague, ambiguous and overbroad; because the inclusion of [redacted] within the definition is inaccurate, vague, or ambiguous; because the definition includes incorrect characterizations or factual assumptions, including but not limited to because it characterizes the [redacted] and "custom CPUs" and "processor core technology" developed prior to March 2022 as Nuvia Technology, and because it characterizes CPUs and processor core technology as "Nuvia Technology" if "any aspect, part, portion, or component of" was "developed, implemented, improved, or designed based on Arm licenses, deliverables, materials, technology, or support provided to Nuvia under the Nuvia ALA" regardless of whether development or work occurred at Qualcomm; and because the definition unduly narrows the scope of what can be considered "Nuvia Technology."

9. Defendants object to the definition of "Nuvia-based Technology" as vague, ambiguous, overbroad, and unduly burdensome because the terms "incorporating," "based on," "embodying," "involving," "part," "portion," "component," "semiconductor chip," "processor core," "custom CPU," "related technology," and "commercialized or not," are vague, ambiguous, or overbroad; because it includes incorrect characterizations and factual assumptions, including but not limited to because it characterizes "Nuvia-based Technology" as products "incorporating, based on, embodying, involving, and/or Related to any part, portion, or component of the Nuvia Technology," but the term "Nuvia Technology" is objectionable as set forth above.

10. Defendants object to the definition of "Arm Trademarks" as overbroad, vague, and ambiguous including but not limited to because, as phrased, it identifies a number of terms as trademarked for which there is no trademark. Qualcomm understands "Arm Trademarks" to refer to the terms trademarked in U.S. Registration Nos. 5,692,669 and 5,692,670.

11. Defendants object to the definitions of "Document" and its plural to the extent they purport to impose any obligations beyond what is required by the Federal Rules. Defendants further object to the definition of "Document" to the extent that it implies that Defendants must collect or produce, e.g., computer programs, testing data, electronic sound records, and other types of files that are typically not required to be collected or produced, as listed in the ESI Protocol Schedule A (D.I. 39).

12. Defendants object to the definitions of "Communication" and its plural form to the extent they purport to impose any obligations beyond what is required by the Federal Rules.

13. Defendants object to the definitions of "Thing" and its plural form to the extent they purport to impose any obligations beyond what is required by the Federal Rules.

14. Defendants object to the definitions of "Identify," Identifying, or "Identification" to the extent they purport to impose any obligations beyond what is required by the Federal Rules. Defendants also object to the definitions of "Identify," Identifying, or "Identification" to the extent they ask Defendants to provide any information unknown to Defendants or not within their possession, custody, or control, or beyond the scope of this litigation, including but not limited to "identifiers known or used by Biogen or others." Defendants further object to the extent it seeks information other than the production of documents responsive to Plaintiff's First Set of Requests for Production. Defendants will not create documents or provide narrative information to identify particular natural persons, entities, things, documents, or conversations.

15. Defendants object to Instruction 1 on the grounds that it imposes obligations beyond those provided for by the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the District of Delaware.

16. Defendants object to Instruction No. 4 to the extent that it seeks, in the event that Defendants "object to all or part of any of the interrogatories," that Defendants "(a) Identify the specific portion(s) of the interrogatory which You claim You cannot answer because of the alleged defect in the interrogatory; (b) Identify the specific word(s) and/or phrase(s) to which Your objection relates; (c) state why the alleged ambiguity, vagueness, or overbreadth, for example, prevents You from answering all or part of the interrogatory; and (d) Identify all of the specific portion(s) of the interrogatory to which You are not responding at all based upon this objection," on the grounds that it is overbroad, unduly burdensome, and purports to impose requirements inconsistent with or more burdensome than those imposed by the local rules and applicable law.

17. Defendants object to Instruction 5, to the extent it imposes obligations beyond those required by the Federal Rules of Civil Procedure, and because it is premature and contrary to the provisions in the ESI Protocol or Protective Order (D.I. 38, 39). To the extent not provided in these documents, Defendants will meet and confer with Plaintiff regarding the nature and scope of privilege logs for the case.

18. Defendants object to Instruction 7 to the extent it purports to require Defendants to respond to Interrogatories that are not reasonably limited in time, including on subjects other than those for which such discovery is permitted under the Delaware Default Standard for Discovery or as agreed upon in the parties' anticipated agreement regarding electronic discovery. Defendants will agree to provide information or documents in response to these Interrogatories dating from January 1, 2019 to March 1, 2022, unless otherwise specified.

19. Subject to and without limiting the foregoing, Defendants specifically object and respond as follows:

SPECIFIC RESPONSES AND OBJECTIONS

INTERROGATORY NO. 26:

Identify and list all versions of Arm's CMN or related products, including all related materials and documents, that You received, downloaded, or had access to, including the dates You received or downloaded, or Your access began for each version of Arm's CMN or related product, and how You received, downloaded, or had access to each version of Arm's CMN or related product, from January 1, 2019 through the present, and identify and list each feature Nuvia requested or provided input, guidance, comments, contributions, feedback, or ideas on via documents designated Nuvia Confidential for Arm's CMN and related products that You assert is, or is based on or reflects, Nuvia Confidential Information under the Nuvia TLA or Nuvia ALA.

RESPONSE TO INTERROGATORY NO. 26:

Defendants object to Interrogatory No. 26 as premature at this stage of the litigation, given that (i) it involves an opinion or contention that relates to fact or the application of law to fact, and (ii) discovery, including, without limitation, document production and depositions, has not been completed. Defendants further object to the Interrogatory on grounds that it includes at least two discrete subparts, in violation of the parties' March 25, 2024 stipulation of no more than four additional interrogatories. *See* D.I. 319 ¶ 3. Defendants further object to the Interrogatory on the grounds that the terms "related materials," "received," "had access to," "input," "guidance," "comments," "contributions," "feedback," and "ideas" are vague and ambiguous. Defendants further object to the Interrogatory as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that is readily within the possession of Plaintiff, or that is more easily available to it. In particular, only ARM knows, at this stage in the litigation, "each [CMN] feature" that incorporated NUVIA Confidential Information. ARM also knows which versions of ARM's CMN or related products, including all related materials and documents, NUVIA received or downloaded, including the dates of such receipt or download.

Subject to and without waiving the foregoing objections, Defendants respond as follows:

[redacted]

Pursuant to Rule 33(d), Defendants have produced and will produce documents from which additional information responsive to this Interrogatory may be ascertained. For example, Defendants direct Plaintiff's attention to [redacted]

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

INTERROGATORY NO. 27:

Identify and list all requests, demands, notices, suggestions, or comments by You that Arm stop using Nuvia Confidential Information, including removal of any features, improvements, or modifications for Arm's CMN and related products that Nuvia requested or provided input, guidance, comments, contributions, feedback, or ideas on via documents or communications designated Nuvia Confidential under the Nuvia TLA or Nuvia ALA, including identification of the related documents designated Nuvia Confidential under the Nuvia TLA or Nuvia ALA, and configuration files.

RESPONSE TO INTERROGATORY NO. 27:

Defendants object to Interrogatory No. 27 as premature at this stage of the litigation, given that (i) it involves an opinion or contention that relates to fact or the application of law to fact, and (ii) discovery, including, without limitation, document production and depositions, has not been completed. Defendants object to the Interrogatory on the grounds that the terms "improvements," "modifications," "input," "guidance," "comments," "contributions," "feedback," and "ideas" are vague and ambiguous. Defendants further object to the Interrogatory as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that is readily within the possession of Plaintiff, or that is more easily available to it. Defendants further object to this Request to the extent it seeks or calls for a legal conclusion that NUVIA Confidential Information must have been "designated" as such or that NUVIA was required to "request[], [demand[], notice[], suggest[], or comment[] . . . that Arm stop using Nuvia Confidential Information."

Subject to and without waiving the foregoing objections, Defendants respond as follows: Pursuant to Section [redacted] of the NUVIA TLA and NUVIA ALA, ARM's obligation to [redacted] Because ARM terminated both the NUVIA TLA and NUVIA ALA effective March 1, 2022, *see* ARM_00037427, NUVIA had no obligation to [redacted]

Moreover, ARM acknowledged its contractual obligations to immediately discontinue using NUVIA Confidential Information in a letter dated April 29, 2022, where Spencer Collins of ARM formally represented to Qualcomm that ARM would comply with its own Section [redacted]

termination obligations [redacted] While the letter presupposed the quarantine of NUVIA Confidential Information as ARM's mechanism for compliance (rather than destruction or return), that was because ARM was "proceed[ing] similarly" as Qualcomm, who, according to ARM, held [redacted] ARM has further represented that it "certified its own compliance with the Nuvia ALA and TLA's termination provisions on April 1, 2022, with the certification sent to Nuvia in the manner specified by the Nuvia agreements." D.I. 23 ¶ 233; D.I. 318 ¶ 233.

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

INTERROGATORY NO. 28:

List and describe every document, material, item, thing, source code, or piece of information that is, is based on, or reflects Nuvia Confidential Information that Nuvia provided, disclosed, or shared with Arm, including every document, material, item, thing, source code, or piece of information that is, is based on, or reflects Nuvia Confidential Information relating to features, improvements, or modifications to Arm's CMN and related products, and identify and describe Your factual and legal basis that each document, material, item, thing, source code, or piece of information is, is based on, or reflects, Nuvia Confidential Information, including under the Nuvia TLA or Nuvia ALA.

RESPONSE TO INTERROGATORY NO. 28:

Defendants object to Interrogatory No. 28 as premature at this stage of the litigation, given that (i) it involves an opinion or contention that relates to fact or the application of law to fact, and (ii) discovery, including, without limitation, document production and depositions, has not been completed. Defendants further object to the Interrogatory on the grounds that the terms "material," "item," "thing," "piece of information," "based on," "provided," "relating to," "improvements," and "modifications" are vague and ambiguous. Defendants further object to the Interrogatory as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that is readily within the possession of Plaintiff, or that is more easily available to it.

Subject to and without waiving the foregoing objections, Defendants respond as follows:

"Confidential Information" is contractually defined in both the NUVIA TLA and NUVIA ALA. *See* ARM_00111099 (NUVIA TLA) [redacted] QCARM_0337839 [redacted] (NUVLA ALA). Consistent with those definitions, [redacted]

Pursuant to Rule 33(d), Defendants have produced or will produce documents from which information responsive to this Interrogatory may be ascertained. For example, Defendants direct Plaintiff's attention to [redacted]

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

INTERROGATORY NO. 29:

Identify and describe the substance, content, or information discussed, distributed, or presented at, or what otherwise took place at, each meeting, discussion, call, or other interaction in which Nuvia or Qualcomm provided input, guidance, comments, contributions, feedback, ideas, or suggestions relating to features, improvements, or modifications that Arm implemented, adopted, or utilized in any version of Arm's CMN or related products.

RESPONSE TO INTERROGATORY NO. 29:

Defendants object to Interrogatory No. 29 as premature at this stage of the litigation, given that (i) it involves an opinion or contention that relates to fact or the application of law to fact, and (ii) discovery, including, without limitation, document production and depositions, has not been completed. Defendants object to the Interrogatory on the grounds that the terms "substance,"

"content," "interaction," "input," "guidance," "comments," "contributions," "feedback," "ideas," "suggestions," "relating to," "improvements," "modifications," "adopted," and "utilized" are vague and ambiguous. Defendants further object to the Interrogatory as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that is readily within the possession of Plaintiff, or that is more easily available to it.

Pursuant to Rule 33(d), Defendants have produced and will produce documents from which information responsive to this Interrogatory may be ascertained. In particular, Defendants direct Plaintiff's attention to [redacted]

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Jennifer Ying

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May 7, 2024

CERTIFICATE OF SERVICE

I hereby certify that on May 7, 2024, copies of the foregoing were caused to be served upon the following in the manner indicated:

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/s/ Jennifer Ying

Jennifer Ying (#5550)

Exhibit 39

REDACTED IN ITS ENTIRETY

Exhibit 40

Message

From: Vivek Agrawal [Vivek.Agrawal@arm.com]
Sent: 19/05/2022 16:30:35
To: Richard Grisenthwaite [Richard.Grisenthwaite@arm.com]; Martin Weidmann [Martin.Weidmann@arm.com]; Aparajita Bhattacharya [Aparajita.Bhattacharya@arm.com]; Anand Muthuraman [Anand.Muthuraman@arm.com]
Subject: RE: Nuvia core sign-off
Attachments: config_diff

Flag: Follow up

Richard,

[redacted]

Regards,
Vivek

-----Original Message-----
From: Vivek Agrawal
Sent: Thursday, May 19, 2022 8:15 PM
To: Richard Grisenthwaite <Richard.Grisenthwaite@arm.com>; Martin Weidmann <Martin.Weidmann@arm.com>; Aparajita Bhattacharya <Aparajita.Bhattacharya@arm.com>; Anand Muthuraman <Anand.Muthuraman@arm.com>
Subject: RE: Nuvia core sign-off

Richard,

[redacted]

Regards,
Vivek

-----Original Message-----
From: Richard Grisenthwaite <Richard.Grisenthwaite@arm.com>
Sent: Thursday, May 19, 2022 7:14 PM
To: Martin Weidmann <Martin.Weidmann@arm.com>; Vivek Agrawal <Vivek.Agrawal@arm.com>; Aparajita Bhattacharya <Aparajita.Bhattacharya@arm.com>; Anand Muthuraman <Anand.Muthuraman@arm.com>
Subject: RE: Nuvia core sign-off

[redacted]

Thanks

Richard G

Martin Weidmann wrote on 2022-05-19
> Richard,
>
>
>

> [redacted]
>
> Martin
>
> From: Vivek Agrawal <Vivek.Agrawal@arm.com> Sent: 19 May 2022 12:55 To:
> Richard Grisenthwaite <Richard.Grisenthwaite@arm.com>; Martin Weidmann
> <Martin.Weidmann@arm.com>; Aparajita Bhattacharya
> <Aparajita.Bhattacharya@arm.com>; Anand Muthuraman
> <Anand.Muthuraman@arm.com> Subject: RE: Nuvia core sign-off
>
> Richard,
>
> [redacted]
>
> Regards,
>
> Vivek
>
> From: Richard Grisenthwaite <Richard.Grisenthwaite@arm.com
> <mailto:Richard.Grisenthwaite@arm.com> >
> Sent: Thursday, May 19, 2022 4:23 PM
> To: Vivek Agrawal <Vivek.Agrawal@arm.com
> <mailto:Vivek.Agrawal@arm.com> >; Martin Weidmann
> <Martin.Weidmann@arm.com <mailto:Martin.Weidmann@arm.com> >; Aparajita
> Bhattacharya <Aparajita.Bhattacharya@arm.com
> <mailto:Aparajita.Bhattacharya@arm.com> >; Anand Muthuraman
> <Anand.Muthuraman@arm.com <mailto:Anand.Muthuraman@arm.com> >
> Subject: RE: Nuvia core sign-off
>
> [redacted]
>
> Thanks
>
> Richard G
>
> Richard Grisenthwaite
>
> Arm Ltd
>
> 110 Fulbourn Road
>
> From: Vivek Agrawal <Vivek.Agrawal@arm.com
> <mailto:Vivek.Agrawal@arm.com> >
> Sent: 19 May 2022 06:14
> To: Richard Grisenthwaite <Richard.Grisenthwaite@arm.com

> <mailto:Richard.Grisenthwaite@arm.com> >; Martin Weidmann
> <Martin.Weidmann@arm.com <mailto:Martin.Weidmann@arm.com> >; Aparajita
> Bhattacharya <Aparajita.Bhattacharya@arm.com
> <mailto:Aparajita.Bhattacharya@arm.com> >; Anand Muthuraman
> <Anand.Muthuraman@arm.com <mailto:Anand.Muthuraman@arm.com> >
> Subject: RE: Nuvia core sign-off
>
>
>
> Richard,
>
>
>
> [redacted]
>
> Regards,
>
> Vivek
>
>
>
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>
>
>
>
>
> -----Original Message-----
> From: Richard Grisenthwaite <Richard.Grisenthwaite@arm.com
> <mailto:Richard.Grisenthwaite@arm.com> >
> Sent: Wednesday, May 18, 2022 10:52 PM
> To: Vivek Agrawal <Vivek.Agrawal@arm.com
> <mailto:Vivek.Agrawal@arm.com> >
> Subject: RE: Nuvia core
>
>
>
> Hi Vivek,
>
>
>
> [redacted]
>

[redacted]

> Please can you send it to me as an attachment to an email
>
>
>
> Thanks
>
>
>
> Richard G
>
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>
>
> Richard Grisenthwaite wrote on 2022-05-18
>
>> Hi,
>>
>>

[redacted]

>>
>>
>> Thanks
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>> Richard G
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>> Richard Grisenthwaite
>>
>> Arm Ltd
>>
>> 110 Fulbourn Road
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>
>
> Richard Grisenthwaite
>
> Arm Ltd
>
> 110 Fulbourn Road
>

>
>
> From: Richard Grisenthwaite Richard.Grisenthwaite@arm.com
> <mailto:Richard.Grisenthwaite@arm.com> Sent: Wednesday, May 18, 2022
> 12:19 AM To: Vivek Agrawal Vivek.Agrawal@arm.com
> <mailto:Vivek.Agrawal@arm.com> Subject: [redacted]
> [redacted]
>
>
> [redacted]
>
> thanks
>
>
>
> Richard G
>
>
>
>

Richard Grisenthwaite
Arm Ltd
110 Fulbourn Road

Exhibit 41

Message

From: Vivek Agrawal [Vivek.Agrawal@arm.com]
Sent: 17/05/2022 09:55:42
To: Martin Weidmann [Martin.Weidmann@arm.com]; Richard Grisenthwaite [Richard.Grisenthwaite@arm.com]; John Horley [John.Horley@arm.com]; Michael Williams (ATG) [Michael.Williams@arm.com]
CC: Nizamudheen Ahmed [Nizamudheen.Ahmed@arm.com]; Aparajita Bhattacharya [Aparajita.Bhattacharya@arm.com]; Anand Muthuraman [Anand.Muthuraman@arm.com]; Sathya Sankar Dharmarajan [Sathya.SankarDharmarajan@arm.com]
Subject: [redacted]
Attachments:

Hi Richard, Mike, Martin and John

[redacted]

[redacted]

Regards,
Vivek

Exhibit 42

United States District Court
District of Delaware
Civil Action No. 01:22-cv-01146-MN

Qualcomm Inc.,
Qualcomm Technologies, Inc., and
NuVia, Inc.

v.

Arm Ltd.

Expert Report of Patrick F. Kennedy, Ph.D.

May 20, 2024

requests [redacted] that provide performance improvements to Arm's CMN product.[116] I understand that the Counterclaim-Plaintiffs have requested the information pertaining to the identification of all features in CMN products, the benefits (e.g., performance, efficiency and functionality improvements) of the features, marketing-related materials and customer surveys related to the CMN products and features, but it is my understanding that Arm has not produced sufficient, relevant information in this matter for a reasonable apportionment to be performed.

64. If sufficient information to conduct an apportionment had been produced and therefore an apportionment could be conducted, then I would apply this apportionment, which would reflect the relative value of the At-Issue CMN Features to all of the new features in CMN-Kampos, to the value attributable to the new features found in CMN Kampos, resulting in the value attributable to the At-Issue CMN Features.

v. Limiting Fees to the Relevant Time Period

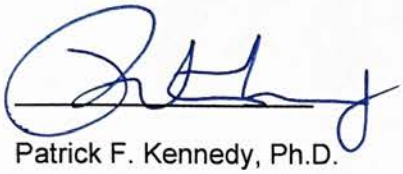
65. Arm's benefit received would be limited to the time period when Arm would independently develop the At-Issue CMN Features, and I would apportion the value attributable to the At-Issue CMN Features to this time period only.

C. Conclusion

66. In sum, had Arm developed the Nuvia Confidential Information independently after the termination of the Nuvia ALA and Nuvia TLA, then Arm would not have inappropriately received more license fees and royalties than it should have. I describe my methodology above but do not provide a numerical figure for this benefit as sufficient information has not been produced and I reserve the right to update my opinions if and when information becomes available.

[116] Discussion with Ram Srinivasan.

I declare under penalty of perjury that the foregoing is true and correct.



Patrick F. Kennedy, Ph.D.

Managing Director

Stout Risius Ross, LLC

5-20-24

Executed on

Exhibit 43

United States District Court
District of Delaware
Civil Action No. 01:22-cv-01146-MN

Qualcomm Inc.,
Qualcomm Technologies, Inc., and
NuVia, Inc.

v.

Arm Ltd.

Expert Reply Report of Patrick F. Kennedy, Ph.D.

June 24, 2024

remedies and the Counterclaim-Plaintiffs' burden, which I cannot rebut as I am not a lawyer and do not provide legal opinions.

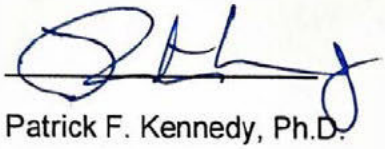
C. Conclusion

25. As described above, I disagree with Mr. Schoettelkotte's criticisms of the Kennedy Counterclaim Report and do not modify my methodology or opinions in any manner.

26. To reiterate my opinions in the Kennedy Counterclaim Report, I describe my methodology to quantify the license fees and royalties that Arm inappropriately received and would not have had if Arm had developed the Nuvia Confidential Information independently after the termination of the Nuvia ALA and Nuvia TLA.[60] I do not quantify this benefit because sufficient information had not been produced at the time and still has not been produced to date.[61] I reserve the right to supplement my report upon the availability of the information needed to conduct a proper analysis.

[60] Kennedy Counterclaim Report, pp. 21-27.
[61] Kennedy Counterclaim Report, p. 27.

I declare under penalty of perjury that the foregoing is true and correct.



Patrick F. Kennedy, Ph.D.

Managing Director

Stout Risius Ross, LLC

6/24/24

Executed on

Exhibit 44

F-1/A 1 d393891df1a.htm F-1/A

Table of Contents

As filed with the Securities and Exchange Commission on September 5, 2023.

Registration Statement No. 333-274120

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 2
to
Form F-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Arm Holdings plc

England and Wales	3674	Not applicable
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

110 Fulbourn Road
Cambridge CB1 9NJ
United Kingdom
Tel: +44 (1223) 400 400
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Arm, Inc.
120 Rose Orchard Way
San Jose, CA 95134
Tel: +1 (408) 576-1500
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

Justin R. Salon R. John Hensley John T. Owen Morrison & Foerster LLP 2100 L Street, NW, Suite 900 Washington, D.C. 20037 +1 (202) 887-1500	Kenneth A. Siegel Jesse S. Gillespie Morrison & Foerster LLP Shin-Marunouchi Building, 29th Floor 5-1, Marunouchi 1-Chome Chiyoda-ku, Tokyo, Japan 100-6529 +81-3 3214 6522	Richard D. Truesdell, Jr. Derek J. Dostal Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 +1 (212) 450-4000

Approximate date of commencement of proposed sale to public:
As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act.

Emerging growth company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Commission, acting pursuant to such Section 8(a), shall determine.

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

CPU product or other technology design. The license fee depends on which Arm products are being licensed, the term during which the licensee is able to design using our products covered by the license (manufacturing rights are typically perpetual), and the number of chip products of the licensee that may use our products.

As we have deepened our relationships with our customers, we have started to migrate them to more holistic license agreements, including Arm Total Access and Arm Flexible Access agreements.

Architecture Licenses

A very small number of companies want to design customized Arm CPUs for their next-generation chips. For these companies, we can provide an architecture license which allows the licensee to develop their own CPU design that is compliant with the Arm ISA. In addition to the architecture license fee, the licensee agrees to pay a royalty on every chip that contains the Arm-compliant design. As the creation of an optimized CPU is very costly and time consuming, architecture licensees often also license Arm CPU products to use either as a complementary processor alongside the licensee's Arm-compliant CPU design, or in other chips where the licensee's own design is unsuitable. We expect the number of new licensees for this technology to diminish over time as the effort required on their part to provide the customization often does not provide a reasonable return on investment.

Arm licenses can yield royalties for many years

Regardless of the license model a customer uses, we receive a per-unit royalty fee on substantially every chip shipped. Because each chip may ship for many years, and each Arm CPU can be reused in new products as new applications emerge, these licensing agreements help to ensure a long tail of recurring royalty revenues, which provide significant visibility into future revenue streams. Arm is still collecting royalty revenues for products that were first developed and licensed in the early 1990s. For example, based on royalty revenue information provided to us by customers in quarterly royalty reports, approximately 46% of our royalty revenue for the fiscal year ended March 31, 2023 came from products released between 1990 to 2012. Our recurring royalties support Arm's revenue growth into the future and provide enhanced performance visibility and predictability, as new products and architectures are launched.

Competitive Strengths

We have enjoyed success for more than 30 years by providing market-leading technology, adapting our solution to changing market needs and building a software developer ecosystem unlike any other in history. Our competitive strengths include:

- ***Technology Leadership with Proven Capabilities Across Markets.*** Arm CPU technology has been an industry leader for many years and continues to be the most widely deployed architecture globally. Since our inception, our customers have shipped more than 250 billion Arm-based chips, and we estimate that Arm had an approximate 48.9% market share by value in the calendar year ended December 31, 2022, up from approximately 38.7% in the calendar year ended December 31, 2014. Our products are used in virtually all smartphones, a majority of tablets and digital TVs, and a significant proportion of all chips with embedded processors. We have an established presence in the cloud market, working with many of the largest hyperscalers, including Amazon AWS, Alibaba, Alphabet and Microsoft. In 2018, we entered the cloud compute market, and, as of December 31, 2022, we have grown our market share to approximately 10.1%. In the automotive market, we work with many of the leading suppliers, and we believe that, on average, each new vehicle produced in our fiscal year ended March 31, 2023 contained approximately 13 Arm-based chips. Our products deliver leading performance per watt and provides the flexibility to design custom chips, addressing the growing need for power-efficient compute capabilities. We believe that these factors, which have driven our success in the mobile and consumer electronics markets, are emerging as key factors in the automotive, cloud compute, networking equipment, and other growth markets.

Exhibit 45

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE
---oOo---

ARM LTD., a UK Corporation,)
)
Plaintiff,)
)
vs.) C.A. No. 22-1146 (MN)
)
QUALCOMM INC., a Delaware)
corporation; QUALCOMM)
TECHNOLOGIES, INC., a)
Delaware Corporation, and)
NUVIA, INC., a Delaware)
Corporation,)
)
Defendants.)
_____)

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY
VIDEOTAPED DEPOSITION OF SIMON SEGARS
THURSDAY, NOVEMBER 16, 2023

STENOGRAPHICALLY REPORTED BY:
ANDREA M. IGNACIO, CSR, RPR, CRR, CCRR, CLR ~
CSR LICENSE NO. 9830

A P P E A R A N C E S:

FOR THE PLAINTIFF:

MORRISON & FOERSTER LLP
By: SCOTT LLEWELLYN, Esq.
4200 Republic Plaza
300 17th Street
Denver, Colorado 80202
303.592.2204
sllewellyn@mofo.com

FOR THE DEFENDANT:

PAUL WEISS
By: KAREN L. DUNN, Esq.
MADALYN VAUGHN, Esq. New York
ERIN MORGAN, Esq. New York
2001 K Street, NW
Washington, D.C. 20006-1047
kdunn@paulweiss.com

ALSO PRESENT:

Cameron Tuttle, Videographer

---oOo---

I N D E X

WITNESS: SIMON SEGARS

EXAMINATION	PAGE
BY MS. DUNN	9

E X H I B I T S

EXHIBIT		PAGE
Exhibit QX100	9-3-13 Email Re: YAASS - Yet another Arm server startup Bates ARM_00085058 - '59	36
Exhibit QX101	1-15-21 Email Re: Two-year-old NUVIA sells to Qualcomm for $1.4 billion - TechCrunch Bates ARM_01242767	54
Exhibit QX102	6-9-21 Email Re: Arm Limited Board Meeting and Papers for Meeting on 10 Sept, Bates ARM_01245004 - '72	67
Exhibit QX103	1-17-21 Email Re: Congratulations Bates ARM_00062124	77
Exhibit QX104	1-17-21 Email Re: Congratulations Bates ARM_00071014	84

as well.

And Arm grants few ALAs compared to how many TLAs they grant; right?

A That was the practice while I was there, yes.

Q Okay. And why would a company want to design their own Arm-compatible CPU rather than use Arm's off-the-shelf technology?

MR. LLEWELLYN: Objection; form.

THE WITNESS: Well, you're -- you're asking me to speculate on behalf of what somebody else would do, but --

MS. DUNN: Q. I'm asking for your opinion. You were the CEO. You were -- worked there for 30 years.

Why do you think a company would want to design their own Arm-compatible CPU rather than use one off the shelf?

A Typically, it would be because [redacted]

Q And what's the benefit to the customer of

CERTIFICATE OF REPORTER

I, ANDREA M. IGNACIO, hereby certify that the witness in the foregoing deposition was by me remotely sworn to tell the truth, the whole truth, and nothing but the truth in the within-entitled cause;

That said deposition was taken in shorthand by me, a disinterested person, at the time and place therein stated, and that the testimony of the said witness was thereafter reduced to typewriting, by computer, under my direction and supervision;

That before completion of the deposition, review of the transcript [ ] was [x] was not requested. If requested, any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition, nor in any way interested in the event of this cause, and that I am not related to any of the parties thereto.

Dated: November 21, 2023.

ANDREA M. IGNACIO, RPR, CRR, CCRR, CLR, CSR No. 9830

Exhibit 46

Qualcomm

Qualcomm Incorporated
5775 Morehouse Drive, San Diego, CA 92121
www.qualcomm.com

VIA ELECTRONIC MAIL

May 23, 2022

Spencer Collins
Interim General Counsel
Arm Limited
110 Fulbourn Road
Cambridge, CB1 9NJ, United Kingdom

Dear Spencer,

[redacted]

Best Regards,

Ann Chaplin
General Counsel and Corporate Secretary
Qualcomm Incorporated

Exhibit 47

From: Manu Gulati </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=11693F6A5263475A822FB0AF288585B4-MANUGULA>
To: Jignesh Trivedi
CC: Nitin Sharma
Sent: 2/2/2022 6:05:30 AM
Subject: Re: [redacted]

[redacted]

Manu

From: Jignesh Trivedi <jignesht@qti.qualcomm.com>
Date: Tuesday, February 1, 2022 at 7:09 PM
To: Manu Gulati <manugula@qti.qualcomm.com>
Cc: Nitin Sharma <nsh@qti.qualcomm.com>
Subject: [redacted]

Hi Manu,

[redacted]

-Jignesh

[redacted]

Exhibit 48

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARM LTD., a U.K. corporation,
Plaintiff,

v.

QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporation, and NUVIA, INC., a Delaware corporation,
Defendants.

C.A. No. 22-1146-MN

CONTAINS HIGHLY CONFIDENTIAL – SOURCE CODE-ATTORNEYS' EYES ONLY

OPENING EXPERT REPORT OF DR. SHUO-WEI (MIKE) CHEN ON QUALCOMM SOURCE CODE

4. Comparing [redacted] with [redacted]

35. I was asked to compare the [redacted] with the [redacted] to determine the differences between these two versions of code. I performed this analysis using the same approach that I used to compare other SOC/core versions (§ V.B.3) except the baseline is now changed to [redacted]. My conclusion is that the two versions of code are [redacted]

[redacted]	[redacted]	[redacted]	
		[redacted]	[redacted]
		[redacted]	[redacted]
		[redacted]	[redacted]
		[redacted]	[redacted]
		[redacted]	[redacted]
		[redacted]	[redacted]
		[redacted]	[redacted]
		[redacted]	[redacted]
		[redacted]	[redacted]
		[redacted]	[redacted]

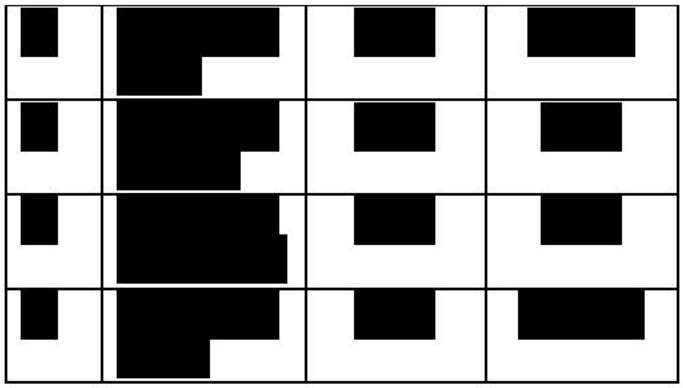


Table 13: Comparing [redacted] With [redacted]

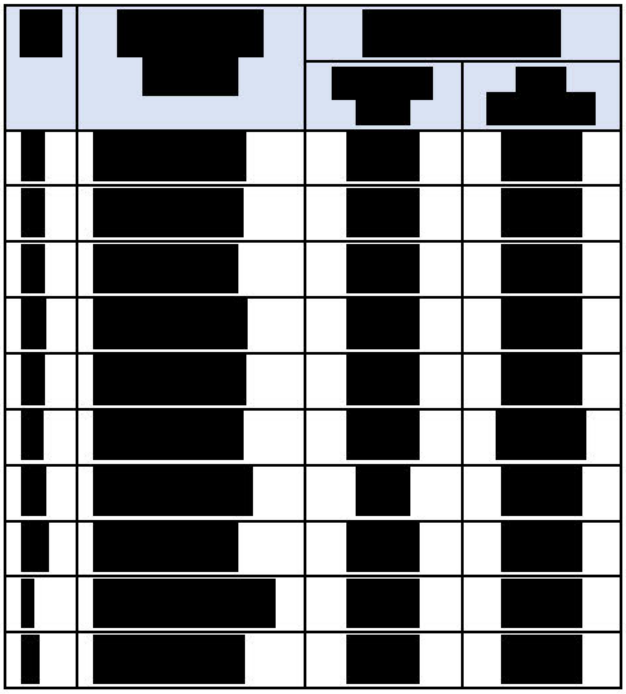


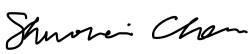
Table 14: Comparing [redacted] Code Files With [redacted]

53. I did a key word search on [redacted] via the command-line utility grep and printed the results of the search. I conclude that [redacted]

VI. CONCLUSION

54. My opinions above are based on available information to date. I reserve the right to supplement or amend my opinions in this report, and also to rebut opinions by Qualcomm's experts with which I disagree. I also reserve the right to correct any clerical errors that I discover after service of this report.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 20th day of December of 2023 in Los Angeles, California.

By: 

Dr. Shuo-Wei (Mike) Chen

Exhibit 49

Message

From: Aparajita Bhattacharya [Aparajita.Bhattacharya@arm.com]
Sent: 19/05/2022 11:18:20
To: Richard Grisenthwaite [Richard.Grisenthwaite@arm.com]
Subject: RE: Nuvia core sign-off

Hi Richard,

[redacted]

Thanks,
Best Regards,
Aparajita

Architecture and Technology Group
ARM Embedded Technologies Pvt. Ltd.

-----Original Message-----
From: Richard Grisenthwaite <Richard.Grisenthwaite@arm.com>
Sent: Thursday, May 19, 2022 4:31 PM
To: Aparajita Bhattacharya <Aparajita.Bhattacharya@arm.com>
Subject: RE: Nuvia core sign-off

Hi,

[redacted]

Thanks

Richard G

Aparajita Bhattacharya wrote on 2022-05-19
> Hi Richard,
>
>

[redacted]

>
>
> Thanks,
>
> Best Regards,
>
> Aparajita
>
>
>
> Architecture and Technology Group
>

> ARM Embedded Technologies Pvt. Ltd.
>
>
>
> From: Vivek Agrawal <Vivek.Agrawal@arm.com> Sent: Thursday, May 19,
> 2022
> 10:44 AM To: Richard Grisenthwaite <Richard.Grisenthwaite@arm.com>;
> Martin Weidmann <Martin.Weidmann@arm.com>; Aparajita Bhattacharya
> <Aparajita.Bhattacharya@arm.com>; Anand Muthuraman
> <Anand.Muthuraman@arm.com> Subject: RE: Nuvia core sign-off
>
>
>
> Richard,
>
> [redacted]
>
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>
> Regards,
>
> Vivek
>
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>
> -----Original Message-----
> From: Richard Grisenthwaite <Richard.Grisenthwaite@arm.com
> <mailto:Richard.Grisenthwaite@arm.com> >
> Sent: Wednesday, May 18, 2022 10:52 PM
> To: Vivek Agrawal <Vivek.Agrawal@arm.com
> <mailto:Vivek.Agrawal@arm.com> >
> Subject: RE: Nuvia core
>
>
>
> Hi Vivek,
>
>
>
> [redacted]

> Thanks
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>
> Richard G
>
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> Richard Grisenthwaite wrote on 2022-05-18
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>> Hi,
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>> Thanks
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>> Richard G
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>> Richard Grisenthwaite
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>> Arm Ltd
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>> 110 Fulbourn Road
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> Richard Grisenthwaite
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> Arm Ltd
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> 110 Fulbourn Road
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>
> From: Richard Grisenthwaite Richard.Grisenthwaite@arm.com
> <mailto:Richard.Grisenthwaite@arm.com> Sent: Wednesday, May 18, 2022
> 12:19 AM To: Vivek Agrawal Vivek.Agrawal@arm.com
> <mailto:Vivek.Agrawal@arm.com> Subject: [redacted]
> [redacted]
>
>
>
> Hi,
>
>
> [redacted]
>
>
> thanks
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>
> Richard G
>
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>
>

Richard Grisenthwaite
Arm Ltd
110 Fulbourn Road

Exhibit 50

Message

From: Richard Grisenthwaite [Richard.Grisenthwaite@arm.com]
Sent: 18/05/2022 07:03:40
To: Rene Haas [Rene.Haas@arm.com]; Paul Williamson [Paul.Williamson@arm.com]
Subject: [redacted]
Attachments:

Hi,

[redacted]

Thanks

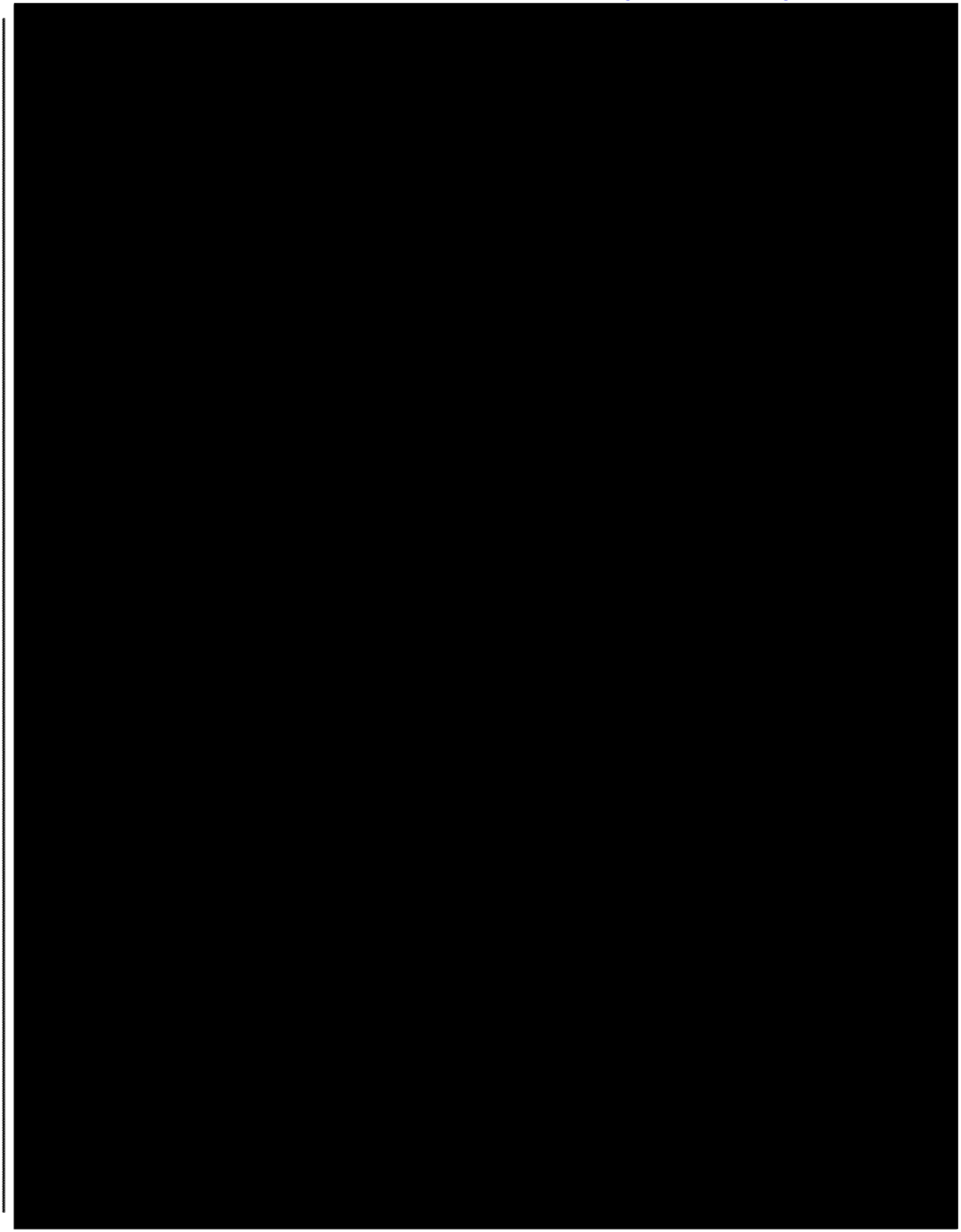
Richard G

Richard Grisenthwaite
Arm Ltd
110 Fulbourn Road

From: Vivek Agrawal <Vivek.Agrawal@arm.com>
Sent: 17 May 2022 10:56
To: Martin Weidmann <Martin.Weidmann@arm.com>; Richard Grisenthwaite <Richard.Grisenthwaite@arm.com>; John Horley <John.Horley@arm.com>; Michael Williams (ATG) <Michael.Williams@arm.com>
Cc: Nizamudheen Ahmed <Nizamudheen.Ahmed@arm.com>; Aparajita Bhattacharya <Aparajita.Bhattacharya@arm.com>; Anand Muthuraman <Anand.Muthuraman@arm.com>; Sathya Sankar Dharmarajan <Sathya.SankarDharmarajan@arm.com>
Subject: [redacted]

Hi Richard, Mike, Martin and John

[redacted]



[redacted]

Regards,
Vivek

Exhibit 51

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARM LTD., a U.K. corporation, Plaintiff, v. QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporation, and NUVIA, INC., a Delaware corporation, Defendants.	C.A. No. 22-1146-MN **CONTAINS HIGHLY CONFIDENTIAL INFORMATION – ATTORNEYS' EYES ONLY**

ARM LTD.'S FIRST SUPPLEMENTAL OBJECTIONS AND RESPONSES TO QUALCOMM'S FIFTH SET OF INTERROGATORIES (NOS. 26-28)

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the Local Civil Rules of this Court ("Local Rules"), Arm Ltd. ("Arm") submits the following first supplemental responses and objections to Qualcomm's Fifth Set of Interrogatories (Nos. 26-28), served April 8, 2024, ("Interrogatories").

RESERVATION OF RIGHTS

1. Arm's responses to the Interrogatories ("Responses") are made in accordance with the Federal Rules of Civil Procedure and based upon information currently available to Arm. Investigation and discovery are ongoing in this case. Arm responds to the Interrogatories without prejudice to Arm's right to supplement its Responses. Arm provides these responses and objections to the best of its current knowledge, information, and belief, based on information readily and reasonably available to it after making a reasonable inquiry. Arm expressly reserves the right to modify or supplement any Response and to assert additional objections to the Interrogatories as necessary or appropriate.

8. Arm objects to the Interrogatories to the extent that they seek information already in Defendants' possession, information that is a matter of public record, or otherwise equally available to Defendants or equally obtainable from more convenient sources.

9. Arm objects to the definitions contained in the Interrogatories to the extent they attempt to define terms that may require construction by the Court.

SPECIFIC RESPONSES AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 26:

Describe in detail the process by which ARM sought to comply with Section [redacted] of the NUVIA TLA and NUVIA ALA, including in your response an identification of each instance of NUVIA Confidential Information and, for each such instance, describing ARM's efforts to immediately discontinue any use or distribution of such NUVIA Confidential Information after March 1, 2022, identifying the date that it was returned, destroyed, or quarantined, and identifying the three (3) ARM employees most knowledgeable.

RESPONSE TO INTERROGATORY NO. 26:

Subject to its objections, Arm responds as follows:

Following termination of the Nuvia ALA and TLA, [redacted]

At least as early as [redacted]

[redacted]

While Arm has complied with Section [redacted] of the Nuvia ALA and TLA by discontinuing use of materials designated "Nuvia Confidential," the Nuvia ALA and TLA grant Arm a broad license to [redacted], even after termination. For example, [redacted]

Under the Nuvia ALA (ALA [redacted], [redacted] includes [redacted] Nuvia TLA Annexes for the CMN, MMU, and Booker NCI products (Annex [redacted] and Annex [redacted]) similarly make clear that [redacted]. The annexes provide that [redacted] includes [redacted]

[redacted]

Additionally, both the ALA and TLA grant Arm a broad license to [redacted] from Nuvia. The Nuvia ALA (ALA [redacted]) grants to Arm [redacted] Nuvia TLA Annex [redacted] and Nuvia TLA Annex [redacted] similarly grant to Arm [redacted]

Accordingly, any [redacted] communicated or transmitted by Nuvia to Arm is not Nuvia Confidential Information, nor does Arm have any obligation to discontinue using such [redacted]. Instead, Arm has [redacted] Arm is thus not required under Section [redacted] of the Nuvia ALA and TLA to discontinue use of the Nuvia feature request documents.

Arm further responds that [redacted]

[redacted]

Separately, in May 2022, Qualcomm [redacted] Arm conducted a diff between the Qualcomm configuration file and an earlier Nuvia configuration file. [redacted] Arm ran the diff only as a result of Qualcomm's request for verification. The diff suggested that [redacted]

Arm identifies Mark Werkheiser as the individual most knowledgeable about Arm's efforts to discontinue use of Nuvia Confidential Information related to Nuvia's CMN feature requests. Arm identifies Vivek Agrawal as the individual most knowledgeable about Arm's efforts to discontinue use of configuration files that Arm received from Nuvia.

Arm objects to this Interrogatory as seeking information outside the scope of the amendments on "use" granted by Magistrate Judge Hatcher in her March 6, 2024 Order (D.I. 295 at 7-8). Arm objects to this Interrogatory to the extent that it seeks a legal conclusion. Arm objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the common interest privilege, the joint defense privilege, or any other applicable privilege or claim of confidentiality, or that is otherwise not discoverable under the Federal Rules of Civil Procedure or the Local Rules.

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 26:

Subject to its objections, Arm responds as follows:

Following termination of the Nuvia ALA and TLA, [redacted]

At least as early as [redacted], Arm did not make use of these designated materials following termination of the Nuvia ALA and TLA.

While Arm has complied with Section [redacted] of the Nuvia ALA and TLA by discontinuing use of materials designated "Nuvia Confidential," the Nuvia ALA and TLA grant

Dated: May 10, 2024

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H I G H L Y C O N F I D E N T I A L

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

C.A. NO: 22-1146 (MN)

ARM LTD.,

Plaintiff,

v.

QUALCOMM INC.,

QUALCOMM TECHNOLOGIES, INC.

and NUVIA INC.,

Defendants.

Deposition of GUY LARRI, taken by AILSA WILLIAMS, Certified Court Reporter, held at the offices of Paul, Weiss, Rifking, Wharton & Garrison LLP, London, United Kingdom, on 10 May, 2024 at 9:00 a.m

A P P E A R A N C E S:

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ALSO PRESENT:
ROB CALICO (ARM)
COURT REPORTER: AILSA WILLIAMS
VIDEOGRAPHER: EMANUELLE ROSSI

I N D E X

GUY LARRI (Sworn)

Examination by MS. NYARADY: Pg. 5

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in the witness and we can proceed.

GUY LARRI

Having been sworn,

Testified as follows:

EXAMINATION BY MS. NYARADY:

MS. NYARADY: Good morning.

A Good morning.

Q I would like to show you a document that we have previously marked as deposition Exhibit 223 and ask you to take a look at that please. For the record, that is the rule 30(b)(6) deposition notice that brings us here today.

(Exhibit 223 marked for identification)

Do you recognize that document?

A No, I don't think so. I think I have been working with this document, which I think also has the topics.

Q I think when you say "this document" you are referring to the interrogatory responses?

A Yes.

Q Okay. That would be a different document.

A It is a different document, sorry, yes. We certainly went through the topics with counsel in preparation so ...

assist him in comparing the two documents, yes.

Q [redacted]

[redacted]

A No, I don't -- my testimony is not as broad as your statement. [redacted]

[redacted]

Q Okay. Okay, that is helpful. So is it your testimony that [redacted]

[redacted]

A Yes, it is. Our investigation has revealed [redacted]

[redacted]

[redacted]

MR. MUINO: Objection, lacks foundation.

[redacted]

[redacted]

A I don't know what might be all of them but I am aware, for example, that [redacted]

[redacted]

Q So how was it determined by [redacted]

A I don't know.

Q At the top of page 5, the next page,

it says [redacted] and this is talking about CMN features. It carries over from page 4. [redacted] Do you see that?

A Yes, I see that statement in the document.

Q [redacted]

A Let me just read this.

Q Of course.

A And then I will come back. Well, at the beginning of the paragraph, which is the last paragraph on page 4, it says:

[redacted]

So I think that the later use of the word designated in the same paragraph refer

specifically to those documents discussed at the beginning of the paragraph.

[redacted]

Q [redacted]

A I am not a lawyer and I don't know how trade secret law would come into this issue. I do know that in the TLA there is [redacted]

[redacted]

[redacted]

Q I asked you a similar question earlier, but I don't know that it would have covered this, so I am going to ask you again. Is there -- [redacted]

[redacted]

MS. NYARADY: Do you want to take a short break?

MR. MUINO: I was thinking that, yes.

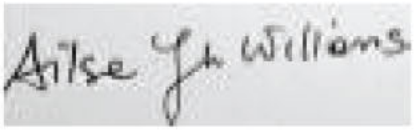
THE VIDEOGRAPHER: This is the end of media five in the deposition of Guy Larri. Going off the record at 3:59.

(A short break.)

CERTIFICATE OF COURT REPORTER

I, AILSA WILLIAMS, an Accredited LiveNote Reporter, hereby certify that Guy Larri was duly sworn, that I took the Stenograph notes of the foregoing deposition and that the transcript thereof is a true and accurate record transcribed to the best of my skill and ability. I further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which the deposition was taken, and that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

Before completion of the deposition, review of the transcript was requested. Any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

Signed: 

AILSA WILLIAMS

Dated: May 20, 2024

ERRATA SHEET FOR TRANSCRIPT OF GUY LARRI

Deposition Date: May 10, 2024

Arm Ltd. v. Qualcomm Inc.
United States District Court
District of Delaware
Case No. 22-146 (MN)

I wish to make the following changes, for the following reasons:

Page	Line	Change	Reason
99	16	"I" to "Arm"	Transcription Error
108	20	"five" to "three"	Correction
139	14	"five" to "three"	Correction
188	21	"passed" to "failed"	Correction
188	23	"wafer" to "waiver"	Transcription Error

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 20th June 2024.

Guy Larri

Exhibit 53

From: Cristiano Amon </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=5662029263554212A9761A0AB76CF046-CAMON>
To: qualcomm.all; temps.mail
CC: NUVIA.Employees.external
Sent: 3/16/2021 1:27:20 PM
Subject: [redacted]

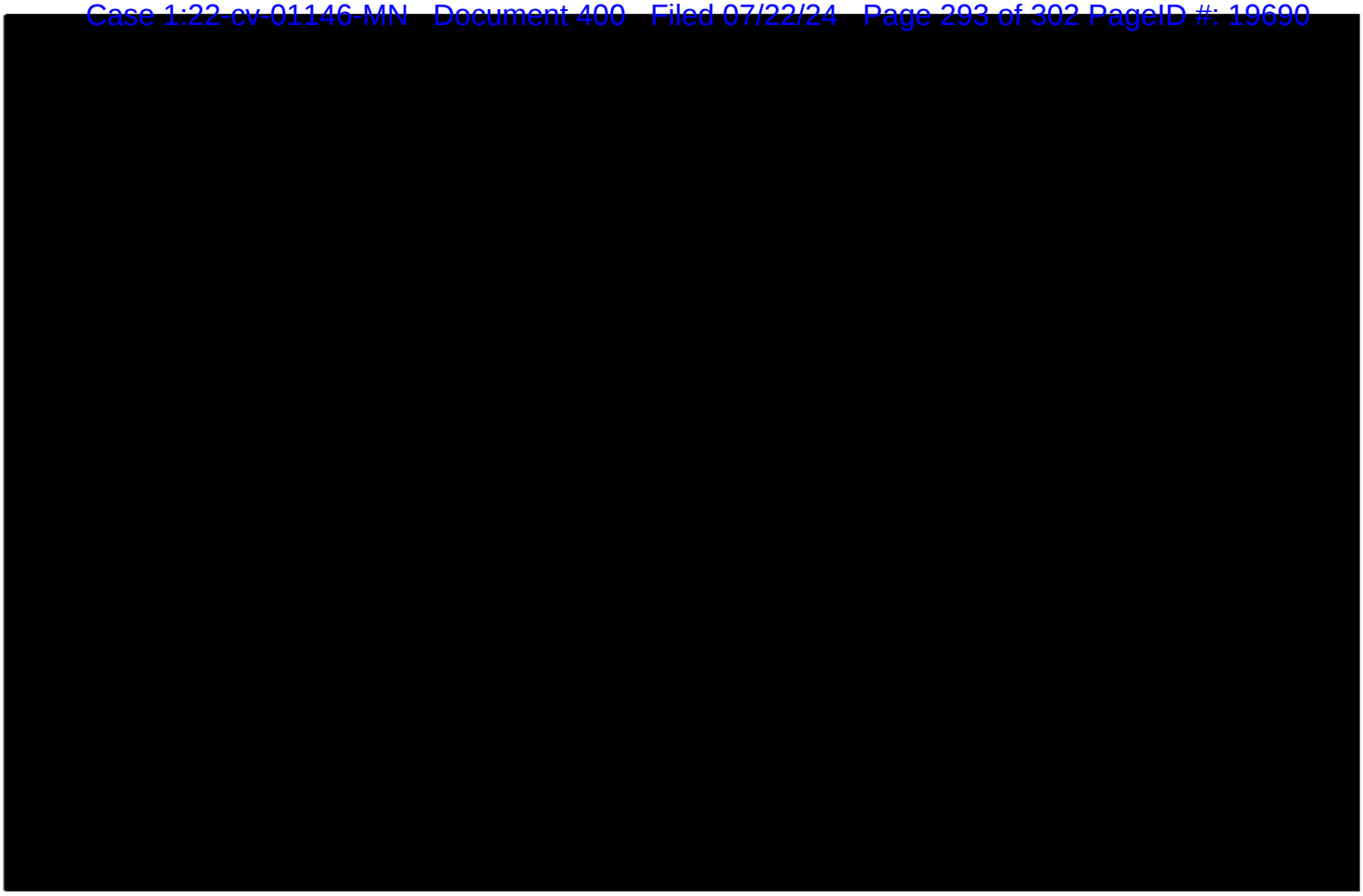
[redacted]

Thank you!

Cristiano & Jim

From: Cristiano Amon <camon@qualcomm.com>
Sent: Wednesday, January 13, 2021 5:23 AM
To: qualcomm.all <qualcomm.all@qualcomm.com>; temps.mail <temps.mail@qualcomm.com>
Subject: [redacted]

[redacted]



Cristiano & Jim

Exhibit 54

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

---oOo---

ARM LTD., a U.K. corporation,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	C.A. No. 22-1146-MN
	:	
QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporation, and NUVIA, INC., a Delaware corporation,	:	
	:	
Defendants.	:	

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEO-RECORDED DEPOSITION OF VEDARAMAN GEETHA

30(b)(6)

May 16, 2024

Job No. J11259870

Stenographically reported by:
LAURA AXELSEN, CSR NO. 6173
RMR, CCRR, CRR, CRC, RDR.

APPEARANCES

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BY: CATHERINE NYARADY, ESQ.
JACOB A. BRALY, ESQ.
1285 Avenue of the Americas
New York, New York 10019

There also being present Yon Sohn and Kurt Kjelland.

---oOo---

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Exhibit 9	E-mail string, top e-mail dated 2/17/2022 to Vinod chamarty, et al., from Vedaraman Geetha	132

VIDEOGRAPHER: This is Tape No. 1 to the videotaped deposition of Vedaraman Geetha, 30(b)(6), in the matter of ARM Limited versus Qualcomm, Inc., et al., being heard before the United States District Court for the District of Delaware, Case No. 22-1146-MN.

This deposition is being held at the offices of Morrison & Foerster, located at 755 Page Mill Road, Palo Alto, California. Today's date is May 16th, 2024, and the time on the record is 9:09 a.m. Pacific Time.

My name is Antonio Woodward. I am the videographer. The court reporter is Laura Axelsen. Excuse me -- Axelsen.

Counsel, will you please introduce yourself and affiliations and the witness will be sworn.

MR. LLEWELLYN: Scott Llewellyn, Morrison Foerster, for ARM.

MS. NYARADY: Catherine Nyarady from Paul Weiss for the defendants. I'm joined today by my colleague Jake Braly, also from Paul Weiss, and by Kurt Kjelland and Yon Sohn from Qualcomm.

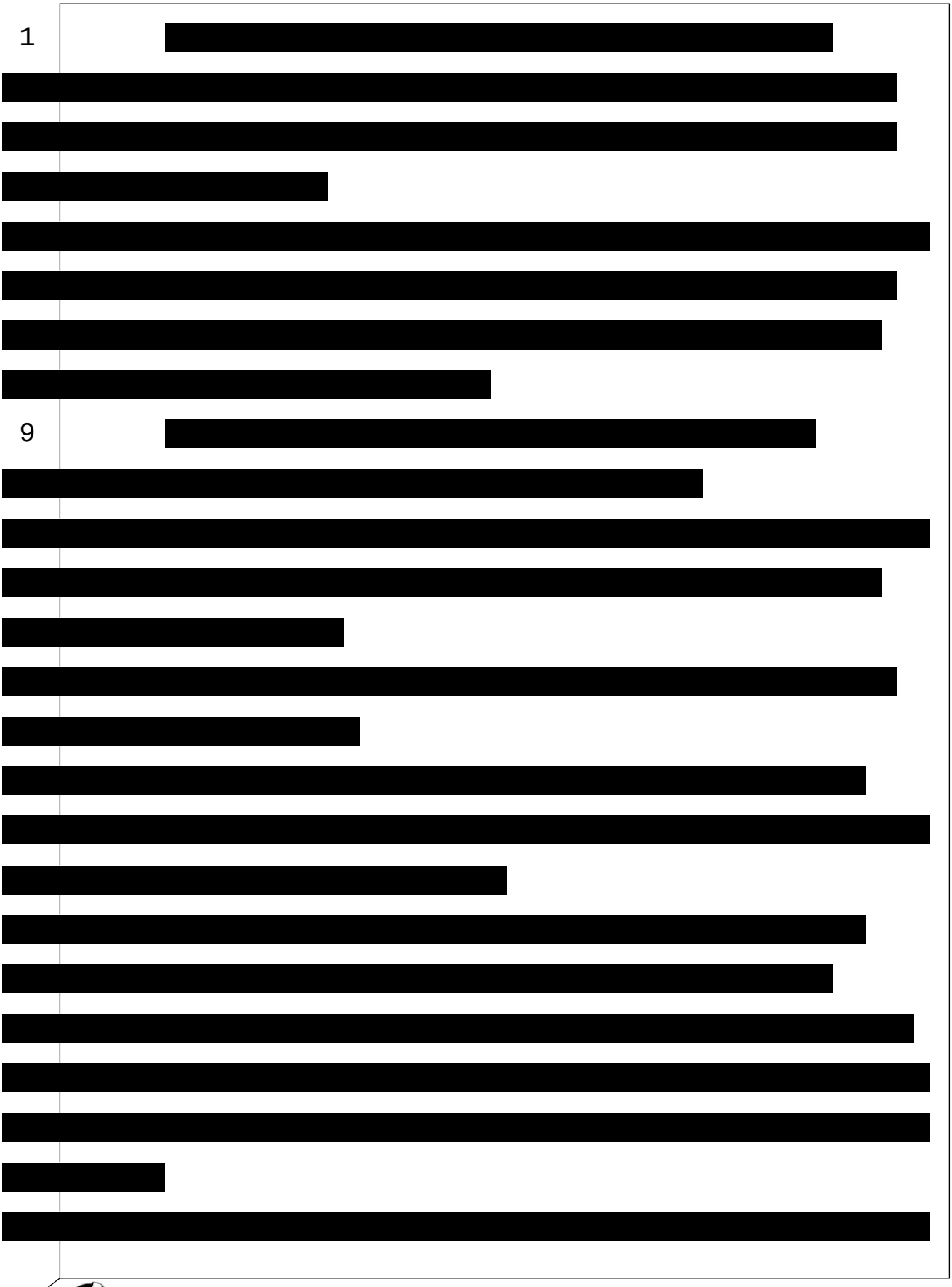
VEDARAMAN GEETHA

having been duly sworn/affirmed

under penalty of perjury
testified as follows:
EXAMINATION BY MR. LLEWELLYN
MR. LLEWELLYN: Q. Could you please state your name for the record?
A. Vedaraman Geetha.
Q. I'm going to apologize in advance for mispronouncing your name at some point.
A. You can call me Geetha.
Q. Do you go by Ms. Geetha or Ms. Vedaraman?
A. I just go by Geetha.
Q. Okay. And what's your current address?

[redacted]

Q. And have you been deposed before?
A. Yes.
Q. How many times have you been deposed?
A. Once.
Q. And in what sort of action were you deposed before?
A. I was working at -- I was working at Intel for a number of years, and then I think it was troll something patent case.
THE REPORTER: (Clarification.)
MR. LLEWELLYN: Q. Is there any reason



[redacted]

MS. NYARADY: Objection. Go ahead. You can answer.

THE WITNESS: [redacted]

MR. LLEWELLYN: [redacted]

[redacted]

CERTIFICATE

I, the undersigned, a Certified Shorthand Reporter, State of California, hereby certify that the witness in the foregoing deposition was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and place therein stated; that the testimony of the said witness was reported by me, a disinterested person, and was thereafter transcribed under my direction into typewriting; that the foregoing is a full, complete, and true record of said testimony; and that the witness was given an opportunity to read it and, if necessary, correct said deposition and to subscribe the same.

I further certify that I am not of counsel or attorney for either or any of the parties in the foregoing deposition and caption named, nor in any way interested in the outcome of the cause named in said caption.

Executed this 17th day of May, 2024.

Laura Axelsen

LAURA AXELSEN, C.S.R. 6173